

TERMS & CONDITIONS – THE CHAIN

1. Application of Terms

The domain name www.thechain.com.au and the associated website and mobile app (collectively, **the Technology**) operate pursuant to the following terms and conditions of use (**Terms**), as amended and updated from time to time at the sole discretion of The Chain App Pty Ltd ACN 616 333 165 (**Chain**). The Technology is owned and operated by Chain.

Please read these Terms carefully. If you (**You, Your or the User**) do not accept the Terms stated here, do not use the Technology. By using the Technology, You are indicating Your acceptance to be bound by these terms.

Chain reserves the right to change these terms and conditions from time to time without notice.

2. Usage

The User agrees that it is solely responsible for ensuring that:

- a. No material provided by the User will infringe, contain or refer to any misleading, deceptive or fraudulent statements; and
- b. No material or communication provided by the User will be threatening, obscene, offensive or defamatory.

All data and information supplied by Chain is subject to copyright and shall not be reproduced, copied, disclosed, provided, relisted, forwarded, shared or resold in either its original form or remixed form (**Sharing**) unless such Sharing is in keeping with the purpose and functionality of the Technology and undertaken in good faith. By way of example, Sharing of operational information, reports, invoices and data gathered through Your use of the Technology with your employees or within Your organisation would be in keeping with the functionality of the Technology and would not amount to a breach of these Terms. On the other hand, the Sharing of Chain related software or the Technology itself (or any part thereof), without the consent of Chain, would amount to a breach of these Terms.

No part of the information supplied by Chain may be reproduced, stored in a retrieval system or transmitted in any other form or by any means including electronic, mechanical, photocopying, recording or otherwise (**Transmission**), without the prior written permission of a duly appointed officer representing Chain or where such Transmission is in keeping with the purpose and functionality of the Technology and undertaken in good faith. By way of example Transmission of operational information, reports, invoices and data gathered through Your use of the Technology with employees or within Your organisation would not amount to a breach of these Terms. On the other hand, the Transmission of Chain related software or the Technology itself (or any part of the same), without the consent of Chain, would amount to a breach of these Terms.

No User will engage any method, program or software to mine information from www.thechain.com.au.

You agree that Your use of the Technology will not violate any law, contract, intellectual property or other third party right or constitute a tort, and that You are solely responsible for Your conduct while using the Technology. You must not (without the prior written consent of Chain):

- a. distribute, modify, transmit, reuse, report, or use the content of the Technology for public or commercial purposes, including the text, images, audio and video;
- b. provide a link to another URL;
- c. do anything to damage, interfere or disrupt access to the Technology or do anything which might impair its functionality;
- d. use the Technology in any way to send unsolicited (commercial or otherwise) e-mail or any material for marketing or publicity purposes, or any similar abuse of either;
- e. publish, post, distribute, disseminate or otherwise transmit, defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable or confidential material or information;
- f. make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
- g. remove any content or information from the Technology other than where such Sharing or Transmission is in keeping with the purpose and functionality of the technology and undertaken in good faith;
- h. falsify the true ownership of material or information made available via the Technology;
- i. obtain or attempt to obtain unauthorised access, through whatever means, to the Technology;
- j. use the Technology other than in accordance with these Terms;
- k. attempt any of the above acts or engage, encourage or permit another person to do any of the above acts;
- l. share content or engage in behaviour that violates anyone's intellectual property rights; or
- m. violate applicable law.

3. Passwords

Any password/ID issued are personal and confidential to that individual. If Chain suspects that any password/ID is being used by a different user to the individual whom it was issued to, Chain may:

- a. immediately cancel that password/ID; and/or
- b. immediately cease Your access to the Technology (and any subscription fee forfeited, with no refund given).

4. Intellectual Property

Unless otherwise indicated, the Technology and all associated intellectual property rights, data, information and software are owned by Chain and are protected by copyright, moral rights, trademark and other laws relating to the protection of intellectual property. Chain reserves all of its intellectual property rights.

For the avoidance of doubt, Chain reserves and retains proprietary rights in relation to data and information gathered through Your use of the Technology. Among other things, Chain will use

such data and information to improve the technology and to promote safety and compliance within the industry.

5. Warranty and Liability

The Technology is provided "as is", and Chain and its content providers, agents and affiliates exclude, to the fullest extent permitted by applicable law, any warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, any warranties as to the currency or regularity of the updates of the Technology, any warranties as to any files being free from virus or harmful code, and all conditions and warranties which would otherwise be implied into these Terms whether by law, statute or otherwise.

While Chain uses reasonable efforts to ensure the accuracy, correctness and reliability of the Technology, Chain makes no representations or warranties as to the accuracy, correctness or reliability of the Technology or content contained in the Technology. The Technology is subject to errors, omissions, inaccuracies and distortions and Chain will not be responsible for, or liable for any claims made by or arising out of, any person or entity seeking to rely on the Technology.

To the extent permitted by law, in no event will Chain, its content providers, agents or affiliates be liable for any claims of any kind arising from or connected with the use of the Technology, or the unavailability of the same, including but not limited to loss of use, loss of profits or loss of data, and direct, indirect, incidental, punitive and consequential damages and whether in contract, tort (including but not limited to negligence) or otherwise. This exclusion applies, without limitation, to any claims caused by or resulting from reliance by a user on any information obtained from Chain.

In no event will the aggregate liability of Chain, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of the Technology exceed \$100.

You acknowledge that Chain relies on the services of third-party providers in order to supply the Technology, maintenance of the Technology and to customise the Technology to meet the User's needs. Without limiting any of the above, for the avoidance of doubt, to the fullest extent permitted by applicable law, Chain will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third-party service provider.

You agree to indemnify and hold Chain and its directors, officer, employees, agents and subcontractors, harmless from and against any third-party claims, and must pay on demand all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by Chain, which arises out of Your (including Your directors, officer, employees, agents and subcontractors) use of the Technology.

6. Payment

Users of the Technology, agree to the monthly subscription fees (plus additional charges) specified in Australian dollars as set out on the Chain website. Please refer to <http://thechain.com.au/>, for details of our various plans. You must ensure that Your credit card details are accurate and updated as required to ensure that all subscription fees are paid on time. This arrangement and

Your use of the Technology may be terminated at any time by Chain if payment is not received on a timely basis.

7. Refund Policy

In the event You request Your current subscription be terminated, written confirmation of the termination will be required from the customer (email is acceptable). One week's written notice will be required in order to terminate this arrangement and to allow Chain sufficient time to process Your refund as set out below.

Chain will refund 100% of the monthly subscription fee associated with the unused portion of the month in which you terminate these Terms.

8. Denial of Access

If Chain discovers that a User has broken any of these Terms, their access will be immediately terminated and any subscription fee forfeited, with no refund given.

Additionally, Chain reserves the absolute right to deny usage or terminate current usage for any reason or no reason without notice to You.

9. Limitation of Liability

Chain will not be liable for any lost profit or any direct, indirect, punitive, incidental, special or consequential damages (including but not limited to economic damages) which may be suffered or incurred by You (including Your agents, employees, contractors, associates, affiliates or otherwise) as a result of any negligent act or omission by us or arising out of or otherwise in connection with use of the Technology.

10. Safety Features

To the extent that Your driver(s) use the fatigue management and / or safety and compliance features of the Technology, You acknowledge that our alerts via automated call, SMS &/or email (**Alerts**), are notifications which rely on the relevant driver ensuring that the Technology is functioning such that the Alert can be received and heard clearly. It is also the relevant driver's responsibility to adhere to such Alerts and Chain takes no responsibility whatsoever in relation to the relevant driver not receiving the Alert and / or not complying with the Alert.

11. Indemnity

The User releases and indemnifies Chain, its employees and agents against all actions, claims and demands (including the cost of defending or settling any actions, claims and demands) which may be instituted against Chain, arising out of any breach of these terms by the User. This includes any wilful, unlawful or negligent act by the User.

12. No Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between You and Chain as a result of this agreement or Your use of the Technology.

13. Collection and use of Your information by Chain

Chain collects several different types of information for various purposes to provide and improve our service and the Technology.

As part of Your subscription and use of the Technology, Chain may ask You to provide certain personally identifiable information that can be used to contact or identify You (**Personal Data**). Personal Data may include, but is not limited to:

- a. Email addresses.
- b. First name and last name.
- c. Phone numbers.
- d. Address details.
- e. License and registration details
- f. Cookies and usage data.

Chain may use Your Personal Data to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You. You may opt out of receiving any, or all, of these communications from by contacting link@thechain.com.au.

Chain may also collect formation that Your browser sends whenever You visit or access the Technology (**Usage Data**).

This Usage Data may include information such as Your computer's internet protocol address, browser type, browser version, the pages of our Technology that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Technology, this Usage Data may include information such as the type of mobile device You use, Your mobile device unique ID, the internet protocol address of Your mobile device, Your mobile devices operation system, the type of mobile internet browser You use, unique device identifiers and other diagnostic data.

Chain may use and store information about Your location if You give us permission to do so. Chain uses this data to provide features of the Technology, to improve and customise the Technology.

You can enable or disable location services when You use the Technology at any time, through Your device settings.

Chain uses cookies and similar tracking technologies to track the activity on the Technology to hold certain information.

Cookies are files with small amounts of data which may include an anonymous unique identifier. Cookies are sent to Your browser from a website and stored on Your device. Tracking technologies also used are beacons, tags and scripts to collect and track information and to improve and analyse the Technology.

You can instruct Your browser to refuse all cookies or to indicate when a cookie is being sent. However, if You do not accept cookies, You may not be able to use some portions of the Technology.

Chain uses the collected data for various purposes:

- a. To provide and maintain Chain's services and the Technology.
- b. To notify You about changes to the Technology.
- c. To allow You to participate in interactive features of the Technology when You choose to do so.
- d. To provide customer support.
- e. To gather analysis or valuable information so that Chain can improve the Technology.
- f. To monitor the usage of the Technology.
- g. To detect, prevent and address technical issues.
- h. To provide You with news, special offers and general information about other goods, services and events which Chain may offer from time to time unless You have opted not to receive such information.

Your information, including Personal Data, may be transferred to and maintained on computers located outside Your state, province, country or other governmental jurisdiction where the data protections laws may differ than those from Your jurisdiction.

If You are located outside Australia and choose to provide information to Chain, please note that we may transfer the data, including Personal Data, to Australia and process it there. Your consent to these Terms and use of the Technology followed by Your submission of such information represents Your agreement to that transfer.

Chain will take all steps reasonable necessary to ensure that Your data is treated securely and in accordance with these Terms and not transfer of Your Personal Data to an organisation or country unless there are adequate controls in place including the security of Your data and other personal information.

Under certain circumstances, Chain may be required to disclose Your Personal Data by law or in response to valid requests by public authorities (e.g. a court or a government agency). Chain may disclose Your Personal Data in the good faith belief that such action is necessary to:

- a. Comply with a legal obligation.
- b. To protect and defend the rights or property of Chain.
- c. To prevent or investigate possible wrongdoing in connection with the Technology.
- d. To protect the personal safety of users of the Technology or the public.
- e. To protect against legal liability.

The security of Your data is important to Chain but remember that no method of transmission over the internet, or method of electronic storage is 100% secure. While Chain strives to use commercially acceptable means to protect Your Personal Data, Chain cannot guarantee its absolute security.

14. Links to other sites

The Technology may contain links to other sites that are not operated by Chain. If You click on a third-party link, You will be directed to that third party's site. Chain strongly advises You to review the terms and privacy policies of every site You visit.

Chain has no control over and assumes no responsibility for the content, terms, privacy policies or practises of any third-party sites or services.

15. General

The User must not assign the burdens or benefits of these Terms without the consent of Chain.

These terms contain the entire understanding of the parties and supersede and replace all prior agreements among the parties.

Where possible, each provision in these Terms shall be interpreted in a manner so as to be effective and valid under the proper law. If there is any provision in these Terms or the application of any provisions to any person or circumstance which would be prohibited by or be invalid under the proper law, that provision shall be ineffective to the extent of the prohibition, without invalidating the remainder of the provision or the remaining provisions in these Terms or the application of those provisions to other parties or circumstances.

These Terms are governed by the laws of the State of Victoria (Australia) and the parties submit to the non-exclusive jurisdiction of the courts of Victoria (Australia).