

## Master Terms of Use

### 1 Introduction to Our Master Terms of Use

#### 1.1 These Master Terms of Use and your Agreement

These Master Terms of Use govern your access and use of the Spacetalk service and any additional products or services that we deliver from time to time, including but not limited to, all associated websites, content, firmware, devices, software applications, API's, products and services (the 'Service/s' or the 'Service').

The Services are provided to you by Spacetalk Holdings Pty Ltd (ACN 606 733 804), Spacetalk USA Pty Ltd (ACN 45 606 734 598), SPACETALKWATCH UK Ltd (STW Company Number 11843344) and any of our group companies (together "Spacetalk," "we," "us" or "our").

You must accept these Master Terms of Use to create a Spacetalk account and to access or use the Service. If you do not have an account, you accept these Master Terms of Use by using any part of the Service. If you do not accept these Master Terms of Use, do not create an account or use the Service.

#### 1.2 Your Agreement

Your Agreement with us consists of:

- (a) these Master Terms of Use;
- (b) any specific Service Terms that apply to the products or services we may supply to you;
- (c) your application (whether made over the internet, by telephone or on paper);
- (d) any Critical Information Summaries that apply to your Service;
- (e) any Rate Tables that apply to your Service;
- (f) all applicable policies posted on the Spacetalk website; and
- (g) any other terms we communicate to you from time to time,

together, referred to as your 'Agreement'.

If any document that is part of your Agreement (as listed in clause 1.2) contains a term that is inconsistent with a term in another document, the relevant Critical Information Summary will generally apply to the extent of the inconsistency, followed by the applicable Service Terms and then the rest of these Master Terms of Use. The only exception is where a term explicitly states that it applies regardless of any other parts of these Master Terms of Use.

To understand your rights and obligations as well as our obligations to you, you need to read all of the documents that form your Agreement.

Your Agreement is your entire agreement with us with respect to the supply of the Services. No other document or representation by any person (unless stated by us in writing) specifies how you will purchase, or we will supply, the Services, or specify any warranty in connection with the Services.

## 1.3 When does your Agreement start and finish?

By creating an account, accessing our Services, completing the steps for sign-up or instructing a Spacetalk representative to complete an order on your behalf, you agree to be bound by these Master Terms of Use and any other applicable documents at <https://spacetalk.co>. Your participation constitutes a binding agreement between you and us on the terms of this Agreement.

Your Agreement does not have a minimum term unless explicitly stated and continues until it is terminated or is not renewed. The Services can be cancelled at any time, and your Agreement will come to an end as soon as the terminating party's remaining obligations are met (for example, your successful payment of all outstanding bills).

## 1.4 Responsibility for persons you allow to use the Service

You agree that you are responsible for:

- (a) your use of the Service; and
- (b) any other person to whom you grant access to your Service (including the use of your Spacetalk account, devices, apps or mobile plans), including persons under 18 years of age.

For example, you will be responsible for:

- (a) paying all usage charges incurred by a person using the Service associated with your account;
- (b) any account changes where you provide other people with access to your account or Service;
- (c) promptly removing access for any persons you no longer wish to have access to your account or Service;
- (d) ensuring all persons using the Services associated with your account understand and agree to comply with the terms of the Agreement and do not misuse the Service; and
- (e) allowing family members to gain access to your Spacetalk account via a common computer or device.

## 1.5 Access and Use by Minors

Access to or use of the Service by anyone who is a minor (which is under the age of 18 in most jurisdictions) (a "Minor") is not permitted unless such access and/or use is supervised by a parent or legal guardian ("Parent") who: (a) has read and understands this Agreement; (b) approves all rights granted, and all obligations undertaken, by the Minor hereunder; and (c) agrees to be bound by this Agreement. If you are a Parent of a User who is a Minor, then, by allowing such Minor to access and/or use the Service, you are subject to this Agreement and responsible for such Minor's activity on the Service. With respect to the Parent of a User who is a Minor, "you," as used in this Agreement in the context of a license grant, assignment, restriction, obligation, acknowledgment, representation, warranty, or covenant, or in any similar context, means "the Parent, on behalf of the Parent and the Minor," and "your" has the corresponding meaning.

Where required by applicable law, the Parent of a Minor may be asked to consent to the collection, use and disclosure of the Minor's personal information. More information about our

privacy practices with regard to children is available in the "Children's Personal Information" section of our Privacy Policy.

## 1.6 Policies

We publish policies (such as the Fair Go Policy and Privacy Policy) applicable to the Service at [www.spacetalk.co/mobile](http://www.spacetalk.co/mobile). You must comply with all policies applicable to the Service.

## 2 Use of the Service

### 2.1 Sign-up

To sign up to the Service you must:

- (a) be 18 years old (or, if you are under 18, have your Parent sign up for you as described in Section 1.5 above);
- (b) acquire and activate the Service (including by making payment if applicable) on our website, mobile apps or any other channel we make available to you, by:
  - (i) providing your full name, date of birth, contact phone number, residential address, email address and any other information as requested; and
  - (ii) completing an identity verification as required by applicable law.

### 2.2 Using the Service

When using the Service you must comply with:

- (a) this Agreement;
- (b) any applicable laws and regulations;
- (c) any and all directions by relevant authorities;
- (d) our policies; and
- (e) any reasonable direction from us, including those required by law or to ensure our compliance with our suppliers to continue providing the Services to you.

### 2.3 Restrictions on use of the Service

You must not use or attempt to use the Service to:

- (a) infringe or interfere with the legal rights of any other person;
- (b) engage in illegal tracking and monitoring of any person;
- (c) make personal gains or conduct personal business;
- (d) affect the Services reliability or effectiveness;
- (e) in any way infringe any copyright, database rights, trademarks or other intellectual property
- (f) transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing, unwanted, or otherwise prohibited by law;

- (g) to expose us or any of our suppliers to liability (other than the obligation to supply the Service to you in accordance with this Agreement);
- (h) damage, interfere with or interrupt the Service, the network or a supplier's network used to supply the Service in any way;
- (i) resell, distribute or reproduce any part of the Service;
- (j) to enable children to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you;
- (k) connect Spacetalk and their mobile devices to the internet using non-standard connections;
- (l) use the Services to store, process or transmit any malware. Malware means programming (code, scripts, active content, and other software) that is designed to disrupt or deny operation, gather the information that leads to loss of privacy or exploitation, or gain unauthorized access to system resources, or that otherwise exhibits abusive behaviour. Malware includes computer viruses, worms, trojan horses, spyware, dishonest adware, scareware, crimeware, most rootkits, or other malicious or unwanted software or programs;
- (m) impersonate another person, misrepresent your affiliation with another person or entity;
- (n) engage in fraud, or hide or attempt to hide your identity;
- (o) access any unauthorized part of the Service;
- (p) attempt to compromise the security of the Service in any way;
- (q) attempt to probe, scan or test the vulnerability of any part of the Service without proper authorization
- (r) engage in misleading or deceptive behaviour; or
- (s) provide or promote illegal pyramid selling schemes or unlawful activities.

If we reasonably believe that you're doing something that violates this Agreement or any applicable law, we may ask you to stop. If you don't comply within two business days, we or our service provider may take necessary action to ensure compliance. This could include suspending or cancelling your Service without further notice and reporting the matter to relevant authorities.

You understand that we or our service providers may be legally required to monitor or intercept communications made over the Service.

We or our service providers may also restrict or block access to certain numbers or services (except for emergency services) for technical, operational, or legal reasons. If this happens, we will try to notify you where possible.

You acknowledge that you do not own the telephone numbers or IP addresses we assign to you. We may change, withdraw, or reassign them as needed under our standard operating procedures.

## 2.4 Using non-Spacetalk Equipment

If you use your own equipment in connection with the Services (for example, your own mobile phone), you must ensure that your equipment:

- (a) complies with all relevant laws and directions of relevant authorities; and
- (b) complies with all of our reasonable requirements.

If your equipment does not meet the requirements of this Agreement, we may, without notice to you:

- (a) prevent access by your equipment to the Service;
- (b) suspend your access to the Service; or
- (c) cancel the Service and terminate this Agreement.

## 2.5 Intellectual Property

You may come across material protected by our or our suppliers' intellectual property rights (e.g., trademarks, copyrights, or confidential information) while using the Service.

This Agreement does not grant you any rights to use, copy, share, or distribute such material without prior written consent from us or our suppliers. Prohibited actions include, but are not limited to, framing, linking, or reposting such material.

You agree to indemnify us and our suppliers against any losses or legal costs resulting from your breach of this clause, except where such loss is caused by our or our suppliers' gross negligence, fraud, or wilful misconduct.

If you become aware of any unauthorized use of such material, you must notify us immediately.

## 2.6 EU Data Act Rights

For users in the European Union, United Kingdom, and Switzerland, additional data rights apply under the EU Data Act (Regulation (EU) 2023/2584):

- (a) Connected Product Data Access: You have the right to access data generated by your Spacetalk device, including location, health, and communication data.
- (b) Related Service Data Access: You have the right to access data generated through your use of our mobile application and web services.
- (c) Data Portability: You may request that we share your data with authorized third parties of your choice.
- (d) Technical Access: We will provide data in machine-readable formats suitable for further use.

Detailed information about these rights, including how to exercise them and technical specifications, is available in our [EU Data Act Compliance Statement](#).

## 3 Charges for the Service

### 3.1 Payments

By completing an order and accepting these Master Terms of Use, you agree that we have the right to charge and collect payment for the Service. All charges associated with the Service you purchase will be stated to you in the relevant Service Terms or Critical Information Summary applicable to your Service. To maintain use of the Service, you must make payment of all charges owing by you.

If your Service is subject to a renewal period and includes an auto-renewal feature, you also agree that we have the right to charge and collect payment on a recurring basis at the applicable renewal rate from your stored payment method, unless you cancel the Service in accordance with the cancellation terms set out in clause 4.2.

We may change the price of our Service from time to time; however, any price will apply to you no earlier than 30 days following notice to you. You can manage your Spacetalk account and turn off auto-renewal by going to your account settings in your Spacetalk mobile or web app or via the settings by which you subscribed (e.g. Google Play or Android Stores)

We do not provide refunds or credits in cases of service disruption or unavailability, unless required under the applicable local Consumer Law that applies in your jurisdiction.

### 3.2 Vouchers and Activations

For some of our Services, we may sell vouchers that allow you to use the Service after you activate the voucher on our website. All vouchers have a 30 day expiry from the time of purchase, unless you are notified otherwise at the point of purchase.

Un-activated vouchers may lapse with no refunds issued.

### 3.3 Promotional subscriptions

Users with a promotional subscription will have use of the Service for the duration of that promotional subscription period at the promotion cost. Use of the Service beyond that promotional subscription period will require a current paid subscription.

## 4 Rights of Suspension and Cancellation of Service

### 4.1 When we may suspend or cancel the Service

Without limiting other rights, we may suspend or cancel your Service without prior notice if:

- (a) you breach clause 2 above;
- (b) you breach any other clause of this Agreement, and the breach is likely to cause serious or permanent harm to any person (including us or our supplier);
- (c) you intimidate, abuse, insult, harass or threaten any staff member, or those of our partners or suppliers by any means;
- (d) you make frivolous complaints;
- (e) you attempt, threaten or cause harm to any staff member, or those of our partners or suppliers, or our equipment or network infrastructure or that of our supplier by any means;

- (f) you breach any other clause of your Agreement and do not cure the breach within 5 business days of our request that you do so;
- (g) we reasonably believe that your account may have been used in connection with fraud or other unlawful conduct;
- (h) we suspect that you or a person using the Service in your name is misusing the service or is not authorised to use the Service;
- (i) in our opinion, there is unusual activity on your Account and/or activity that does not appear to be commensurate with personal use;
- (j) we reasonably believe that, or we are informed by law enforcement authorities that they believe, the identification evidence provided by you in connection with the Service is incorrect, false or inadequate or that a request to activate or terminate a service has not been authorised by you;
- (k) you transfer your Service to another party without obtaining our consent, or do not provide sufficient details of the identity of the other party; or
- (l) you engage in fraudulent behaviour.

## 4.2 Request by you to cancel the Service

You can cancel a Service (all or individual Services provided to you) within your Spacetalk account either online or in our mobile apps. You will continue to have access to the Service until the end of the billing period or expiry period (as applicable).

If your Service includes an auto-renewal feature, you must cancel at least 24 hours before the renewal date. If you cancel a Service within 24 hours of auto-renewal or after we have started providing that Service to you, we won't refund any fees you already paid to us, including any upfront fees. We are unable to refund any unused prepaid mobile credits.

You must ensure to make payment of any outstanding charges owing on your account prior to cancelling your Service.

## 4.3 Terminating this Agreement

Termination means that this Agreement, or a specific Service under it, comes to an end and only occurs once all obligations under this Agreement have been met, or the obligation is waived in writing by the party owed the obligation.

You may terminate one or more of your Services without affecting any other active Services under your Account, unless you expressly request full termination of all Services.

We may terminate one or more of your Services at our discretion with 30 days' written notice via email and/or written letter to your residential address. The termination of a specific Service does not automatically terminate your other active Services unless stated otherwise.

Once a Service is terminated, you will not be able to use the Service. If all Services associated with your Account are terminated, your Account itself may also be closed.

#### 4.4 Change of Mind

We do not offer refunds on Services purchased incorrectly, due to change of mind or due to lack of coverage. Please ensure you check our coverage map and frequently asked questions to ensure our product is right for you.

We do not provide a refund if the device in which you are using for our Service is faulty or returned.

#### 4.5 Transferring and Forfeiting Credits

All our products have a defined expiry period. After the expiry period, any prepayments or account credits ('Credits') are voided without a refund. Unused prepayments cannot be redeemed as cash, refunded or credited.

Except where we expressly give you the option to apply all or part of your Credits to other mobile services or accounts you have with us, you may not do so. We will transfer any existing Credits:

- (a) if your SIM card is lost, stolen or damaged and you purchase a new SIM card for use with the Service as long as you purchase the replacement SIM card and request Credit transfer within 10 days; or
- (b) to your Spacetalk account linked to a new phone number, where your previous phone number is changed in accordance with Numbering Regulations.

If we cancel any Service for convenience, we will:

- (a) refund any credits, not including any special offer Credits that may have been applied; or
- (b) with your consent, apply those Credits for use on another service you have with us.

If a Service is cancelled for any other reason than for convenience, any Credits are cancelled.

### 5 Third Party Services

You acknowledge that:

- (a) the operation of our Services may rely on third party suppliers who are not controlled by us,
- (b) we do not exercise any control over, authorize or (subject to applicable consumer guarantees) make any warranty regarding:
  - (i) your right or ability to use, access or transmit any content using a Service;
  - (ii) the accuracy or completeness of any content which you may use, access or transmit using a Service;
  - (iii) the consequences of you using, accessing or transmitting any content using a Service, including without limitation any virus or harmful software; or
  - (iv) any charges which a third party may impose on you in connection with your use of their services accessed with the Service; and
- (c) the access of any third-party services and websites with the Service is at your sole risk.

## 6 Changing the Agreement

We reserve the right to modify this Agreement at any time. Changes may include alterations to offers, charges, services or removal of products.

### 6.1 Changes we will notify you of

Except for the changes described in clause 6.2, we will give you at least 30 days' written notice via email before we make a change that may adversely affect you or that could interfere with your enjoyment of the Service.

If you do not agree to a change made to your Agreement, you may elect to cancel your Service (subject to the applicable Service Terms you may have entered into).

### 6.2 Changes we may not notify you of:

We may make changes to this Agreement without first notifying you if those changes are:

- (a) beneficial or neutral changes, or changes that will not interfere with your enjoyment of the Service; or
- (b) changes permitted by law where we are required to, or reasonably consider it fair to, make such a change.

### 6.3 Novation and Assignment

You agree that we may assign all or part of our rights under this Agreement to any party at any time, provided we give you 30 days' prior written notice.

You agree and give your consent that this Agreement may be novated (that is Spacetalk will be replaced as a party to this Agreement by another party) to any other party by either us or the party to whom this Agreement will be novated giving notice to you, provided that the novation is on terms no less favourable to you than the terms of this Agreement immediately before the novation.

You cannot assign or novate all or part of your rights and obligations under this Agreement (other than in accordance with this paragraph), unless we provide our consent in writing (which will not be unreasonably withheld).

## 7 Consumer rights

Your Agreement never operates to exclude or modify the applicable local Consumer Law that applies in your jurisdiction (where they apply) or to limit your remedies for breach of them in a way that is not permitted by law.

## 8 Limitation of Liability and Indemnity

### 8.1 Limitation of Liability

We will exercise due care and skill in providing our Services. However, while we strive for reliability, we are not responsible for any interruptions, degradation, or failures caused by these suppliers.

Except where we are liable to you under this Agreement or under applicable law, we exclude, to the maximum extent permitted under law, all liability arising under or in connection with this Agreement, and any applicable Service whether direct, indirect or consequential and whether

arising under common law, statute or otherwise, and whether or not of a kind of which we are or should be on notice.

## 8.2 Indemnity

You agree to indemnify, defend and hold harmless Spacetalk and our associated entities from any claim or demand including reasonable legal costs made by any third party due to or arising out of your breach of this Agreement or the documents they incorporate by reference or by your violation of any law or the rights of a third party.

## 9 Disputes and Complaints

If you wish to dispute any aspect of the Service (including billing), or if you wish to make a complaint about any aspect of the Service, you can do so by visiting [www.spacetalk.co](http://www.spacetalk.co) and accessing the live chat function.

We will use best endeavours to resolve your dispute or complaint. However, if you are not satisfied with how we handle your dispute or complaint, you may refer the dispute or complaint to external parties, such as:

- (a) the Telecommunications Industry Ombudsman or an equivalent industry body in your jurisdiction;
- (b) your local fair trading or consumer affairs authority; or
- (c) the relevant data protection or privacy authority in your jurisdiction.

## 10 Safety and Usage Warnings

A Service must never be solely relied upon to ensure the safety, whereabouts or location of the user of a device or Service. Spacetalk makes no guarantees, representations or warranties regarding accuracy or reliability of location data and notifications. The accuracy of location varies from location to location and must never be solely relied upon to identify the location of a Spacetalk user.

With regard to Spacetalk devices, such Services are a consumer general wellness service and must never be relied upon as:

- (a) a medical device. Spacetalk is not intended to replace a caregiver or medical attention for an individual dealing with health issues. The information provided in the Services is not a substitute for obtaining proper medical or other professional care or services. Users should seek independent advice from a medical professional.
- (b) a life saving device and cannot guarantee any level of performance beyond what can be expected from technology of this kind. It can only perform as it should when correctly operated. If the Service does not call or text when it is supposed to, get help with an alternative method.

The Services are reliant on third-party service providers network coverage to make and receive phone calls, to send SMS text messages and to transmit information regarding GPS positioning. These services may vary between providers and locations throughout the world. GPS location may become impaired when inside buildings or built up areas. Also, outdoor location performance can sometimes deliver inaccurate coordinates if the device is unable to get a fix on a minimum number of satellites. The accuracy of GPS positioning is determined by the availability of unobstructed line of sight to the available satellites.

It is highly recommended that the user periodically test their product every 1-3 months by pressing the SOS button. It is the users responsibility to assure that their phone service provider is notified before their credit card expires or if credit needs to be added to the SIM card used in their device.

Emergency contacts entered into the Service should be people who are available to assist you and should be chosen carefully.

## 11 Miscellaneous

### 11.1 Governing Law

This Agreement is governed by the laws of South Australia and, where the context requires, the laws of the United Kingdom. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia and, where applicable, the courts of the United Kingdom.

### 11.2 Customer Support.

To find more information about our service and its features or if you need assistance with your account, please visit the Support section of our website [www.spacetalk.co/support](http://www.spacetalk.co/support)

### 11.3 Electronic Communications

We will send you information relating to your account (e.g. payment authorisations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration.

EU Data Act disclosures and notices will be provided through your Spacetalk account in our apps and via email. For detailed technical information about data generated by your connected products and related services, please refer to our [EU Data Act Compliance Statement](#).

### 11.4 EU Data Act inquiries

Can be addressed to:

Email: [privacy@spacetalk.co](mailto:privacy@spacetalk.co)

EU Representative: SPACETALKWATCH UK Ltd

Address: 35 Ballards Lane C/O Bkl Llp, 35 Ballards Lane, London, United Kingdom, N3

