
GoBroProtect Terms of Use

Important warning: This App can be used to record certain information captured by your device, including audio and video. It is designed to assist you in various circumstances, e.g. recording work-related trips you take for tax deduction purposes, and to help ensure your personal safety. What data is collected and when it is collected is up to you, and can be configured through the App's user settings. There are laws that prohibit you from capturing certain information in some circumstances, e.g. laws may prohibit the recording of private conversations without permission. It is your responsibility to ensure that you only use this App in compliance with all applicable laws.

1 Terms

- (a) In these terms of use, "we", "us" and "our" means Persephone Projects Pty Limited (ABN 15 660 532 990) of Post Box 770, North Sydney, NSW 2059. Please read these terms of use (**Terms**) carefully as they apply to your use of the GoBroProtect application including any content on it (the **App**). By downloading, installing or using the App you agree to be bound by these Terms.
 - (b) We may revise these Terms from time to time, by giving you at least 45 days prior notice. If you continue to use the App after expiry of the notice period we give you, you will be bound by the updated terms.
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2 What the App does

The App is a software application that you can use on a supported smart device that records, tracks, and measures various types of data from the device, including audio, video, location, phone usage, data usage, interactions with the phone, battery usage, and movement data. This is designed to assist you in various circumstances, e.g. recording work-related trips you take for tax deduction purposes, and to help ensure your personal security and safety.

3 Registration and notices

- (a) You must register to use the App. All registration information provided by you must be complete and accurate. If your registration information changes, you must promptly update such information using the App.
- (b) When you register to use the App, you must enter a username and password which is personal to you. You may change your password at any time within the App.
- (c) You must keep your user name and password secret, and not disclose them to anyone else. We may assume that anyone using your credentials is you, including for access to the App, and our website (www.gobroprotect.com) (**Website**) which enables you to login and access certain Account Data and Usage Data.
- (d) If you have lost or forgotten your password, or believe that it may have been compromised, you can notify us via the App's login page and we will send you an email to your registered email address in order for you to reset your password.

- (e) When we are required to provide you with a notice in connection with these Terms, we may do so by displaying the information (or a link to it) within the App, or by sending you an email to your registered email address.
- (f) Two-factor authentication helps protect your account and is available for use to protect logins to your account on our Website. We strongly recommend that you use two-factor authentication. Two-factor authentication can be enabled when you register to use the App, or within the App.

4 Data collection

- (a) Two types of data are collected as a result of your use of the App:
 - (i) account-level data, such as your name, contact information (email address, phone number), username, and password (**Account Data**); and
 - (ii) data collected from your device through your use of the App, such as that described in clause 4(b), which is time-stamped (**Usage Data**). Usage Data may be temporarily stored on your device, and is also stored by us on your behalf in the cloud.
- (b) You can go into the App's settings on your device to control which of the following types of Usage Data you would like the App to record, track, or measure by turning on / off this functionality for each type of Usage Data, or by using 'catchword capture' to voice activate the data collection of certain kinds of pre-selected Usage Data:
 - (i) audio;
 - (ii) video;
 - (iii) location;
 - (iv) movement;
 - (v) device screentime;
 - (vi) battery health;
 - (vii) interaction with the phone; and
 - (viii) phone and data usage, including phone and data usage for telephone calls, texting, SMS, and IMS calls, and data usage for communication apps like WhatsApp and WeChat.
- (c) Subject to paragraph (e), we will store Usage Data on your behalf:
 - (i) for 5 years;
 - (ii) until you have reached the data limit you have subscribed for; or
 - (iii) until your subscription is cancelled, or we discontinue the App as provided for in clause 5,whichever is earlier.

- (d) Subject to paragraph (f), for so long as your subscription is current, you may access such Usage Data and generate analysis or composite reports of your Usage Data using the functionality available within the App.
- (e) Subject to paragraph (f), following any cancellation of your subscription or discontinuation of the App we will provide you with 7 days to download your Usage Data before we delete it. We will delete your Usage Data after expiry of this 7 day period.
- (f) We may, however, deny you access to or use of, and delete, Usage Data which we have reasonable grounds to believe may have been obtained in breach of any applicable laws.
- (g) We understand the sensitivity of your Usage Data and Account Data. We will only use your Usage Data to provide the App and associated services (such as storage of Usage Data and generation of analysis or composite reports on your behalf) to you, to comply with our legal obligations, and for any other purpose with your consent. We will not sell, rent or trade your Usage Data or Account Data to or with any third party. We will not disclose your Usage Data or Account Data to third parties except:
 - (i) our service providers, on a confidential basis;
 - (ii) persons you authorise us to make disclosures to; and
 - (iii) as required by law.

By using the App, you grant us a non-exclusive, worldwide, royalty-free, perpetual, licence (including a right to sublicense) to use your Usage Data and Account Data for these purposes.

5 Variation and discontinuation of the App

- (a) We may from time to time vary or discontinue, temporarily or permanently, any or all of the App and its features.
- (b) Where such actions are taken on a temporary basis (for example, for systems maintenance or in response to a security issue), we will endeavour to notify you in advance of such actions being taken, and their likely duration.
- (c) Where such actions are taken on a permanent basis, and we believe that such actions will have a material adverse impact on your use of the App, including if we discontinue the App entirely, such actions will not take effect until expiry of your current subscription period as described in clause 7 (and we will give you notice of such action at least 15 days before expiry of your current subscription period, so that you can stop your subscription renewing in accordance with clause 8.2(a). If we discontinue the App entirely, your subscription will not renew beyond your current annual subscription period.

6 Privacy policy

In using the App, you may give us personal information. By using the App, you grant us consent to collect, store, use and disclose such personal information in accordance with these Terms and our privacy policy. Please click on this link [Privacy Policy](#) to view our privacy policy.

7 Payment and subscription

- (a) Our App is provided on an annual subscription basis. We may provide you with free use of the App on a trial basis for a limited period of time. Restrictions may apply during any free trial, including restrictions on the type and volume of Usage Data stored by us. Unless you cancel a free trial prior to its expiry, at the end of your free trial you will be taken to have commenced a paid annual subscription.
- (b) Except during any free trial period under paragraph (a), you authorise us to provide your payment information to third party service providers so we can complete your transaction and you agree:
 - (i) to pay the applicable annual subscription fees and any applicable GST for your access and use of the App;
 - (ii) that we may charge your credit card or third party payment processing account (which may be your account with the app store or distribution platform like the Apple App Store or Google Play (**App Provider**) from where you have downloaded the App) for verification, pre-authorisation and payment purposes; and
 - (iii) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you.
- (c) You may elect whether to have your annual subscription automatically renew or not. If you choose to have your subscription automatically renew, we will give you at least 15 days' notice prior to each annual renewal, so that you can stop your subscription renewing in accordance with clause 8.2(a) if you have changed your mind. If you choose not to automatically renew your subscription, we may send you reminders of the need to renew your subscription as your renewal approaches.
- (d) Your subscription may be cancelled at any time in accordance with clause 8.
- (e) Your **subscription** is any period of time during which a free trial applies under paragraph (a), or to which an annual subscription fee under paragraph (b) applies, subject to cancellation in accordance with clause 8.
- (f) We may from time to time revise the subscription fees for the App that apply to future subscription periods, by giving you notice at least 15 days before your subscription is due to renew. If your subscription renews, after such a notice has been given, the updated subscription fees will apply.

8 Cancellation

8.1 Suspension

- (a) We may suspend your subscription:
 - (i) if we have reasonable grounds to believe that you are breaching clause 9; or
 - (ii) during any period of time that subscription fees remain unpaid for.
- (b) For clarification, we may also exercise our rights of cancellation under paragraph 8.2(b) during any period of suspension.

8.2 Cancellation

- (a) You may cancel your subscription at any time (including during any period of suspension) by following the prompts in the App, or by notifying us at contact@gobroprotect.com and providing your credentials to us. Any such cancellation will take effect when your next annual subscription fee is due, and will result in your subscription not renewing.
- (b) Either you or us may cancel your subscription with immediate effect, if the other:
 - (i) is breaching these Terms and fails to remedy that breach within 7 days of being notified of the breach; or
 - (ii) has breached these Terms on more than 2 occasions, each of which has been notified to the other.

8.3 Consequences of suspension or termination

- (a) During any period of suspension, and following any cancellation of your subscription or discontinuation of the App, you may not use the App or (subject to clause 4(e) above) access any Usage Data. Following any cancellation of your subscription or discontinuation of the App, these Terms will be taken to have been terminated.
- (b) Clauses 4(e), 12, 13 and 15 survive termination of these terms, together with any other provisions which by their nature do so.

9 General restrictions

In using the App and Usage Data, you must not:

- (a) violate any applicable laws, or use the App or any Usage Data for any purpose that is unlawful. This includes using the App to record information in breach of any applicable privacy or surveillance laws;
- (b) distribute viruses, spyware, corrupted files, or any other similar software or programs that may damage the operation of any smart device, or computer hardware or software;
- (c) attempt to access data about other users of the App;
- (d) engage in any other conduct that inhibits any other person from using or enjoying the App; or
- (e) attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the App.

10 Intellectual property rights

- (a) The App is subject to copyright and possibly other intellectual property rights.
- (b) We grant you a limited, non-transferable licence to access and use the App solely for your own use in accordance with these Terms.

- (c) We (or our licensors) retain all right, title, and interest in and to the App, and nothing you do on or in relation to the App will transfer any intellectual property rights to you or, except for the licence referred to in paragraph (b), licence you to exercise any intellectual property rights unless this is expressly stated.
- (d) Except as provided in these Terms, any use or copying of the App for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at contact@gobroprotect.com if you wish to seek such consent.

11 Feedback

We welcome comments, suggestions, and feedback for improvements to the App (**Feedback**). You can provide your Feedback by contacting us at contact@gobroprotect.com. You grant to us a non-exclusive, worldwide, royalty-free, perpetual, transferable licence (including a right to sublicense) to use, copy and otherwise exploit the Feedback for any purpose.

12 Warranties and liability

- (a) All express or implied guarantees, warranties, representations, statements, terms and conditions relating to these Terms and the App that are not contained in these Terms, are excluded to the maximum extent permitted by law.
- (b) In particular, and without limiting paragraph (a):
 - (i) while we endeavour to provide a convenient and functional App, we do not guarantee that that your requirements will be met or that your use of the App and Usage Data will be uninterrupted, error free or that the App or Usage Data is free of viruses or other harmful components; and
 - (ii) we cannot be responsible for any loss, corruption or interception of data sent to or from the App or your email account which occurs outside of our computer systems (such as those which occur while being sent over the internet).
- (c) We recommend that you install and use up-to-date anti-virus, anti-spyware and firewall software on the device you use to access the App or Usage Data.
- (d) Nothing in these Terms excludes, restricts or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any legislation which cannot lawfully be excluded or limited, including the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.
- (e) If any guarantee, term, condition or warranty is implied into these Terms under the Australian Consumer Law or any other applicable legislation (a **Non-Excludable Provision**) and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:
 - (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

- (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (f) Subject to paragraphs (g) and (h) and our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these Terms or the App whether in contract, tort (including negligence), in equity, under statute, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to the greater of:
 - (i) the highest subscription fees paid by you to us in relation to any annual subscription period; and
 - (ii) \$100.
- (g) Subject to our obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:
 - (i) special, indirect, consequential, incidental or punitive damages; or
 - (ii) damages for loss of profits, revenue, goodwill or anticipated savings, whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- (h) Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

13 Force Majeure

Neither party will be liable for any failure or delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond that party's reasonable control.

14 Infringing or objectionable content

If you believe the App contains elements that are objectionable, or infringe copyright or any other rights, please contact us at contact@gobroprotect.com and provide particulars of such content and a detailed description of why it is objectionable or infringing.

15 General

- (a) If any part of these Terms is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (b) These Terms are governed by the laws of New South Wales, Australia, and you irrevocably submit to the non-exclusive jurisdiction of the courts sitting in New South Wales, Australia and courts entitled to hear appeals from them.
- (c) Nothing in these Terms limits or excludes any liability either party may have in connection with any representations or other communications (either oral or

written) made prior to or during the term of this Agreement, where such liability cannot be limited or excluded.

- (d) Subject to paragraph (c), these Terms supersede all previous agreements, understandings, negotiations, representations and warranties about its subject matter and embodies the entire agreement between the parties about its subject matter.
- (e) No waiver, delay or failure by either party to take any action will constitute or be construed as a waiver of that or any other term, condition, option, privilege or right that party may have.
- (f) The word “including” when used in these Terms is not a term of limitation.

Date of last revision: 29/08/2023



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