



RAA SafeZone

Terms and conditions

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RAA SafeZone Terms and Conditions and END USER LICENCE AGREEMENT

YOU MUST READ THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT (“the Licence Agreement”) BEFORE INSTALLING THIS APPLICATION.

IMPORTANT: BY CLICKING THE “VERIFY” LINK, INDICATING YOUR ASSENT ELECTRONICALLY, OR OTHERWISE INSTALLING THE RAA SAFEZONE APPLICATION YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT DO NOT CONTINUE TO REGISTER AS A USER, QUIT THE APPLICATION AND UNINSTALL THE RAA SAFEZONE APPLICATION.

BY CLICKING THE “VERIFY” LINK YOU ARE CREATING A BINDING LEGAL AGREEMENT BETWEEN YOU AND CRITICALARC PTY LTD ABN 69 154 820 603 (“CRITICALARC”) AND YOU AND THE ROYAL AUTOMOBILE ASSOCIATION OF SOUTH AUSTRALIA ABN 90 020 001 807 (“RAA”). YOU CANNOT ENFORCE THIS LICENCE AGREEMENT WITH APPLE OR GOOGLE. . HOWEVER APPLE OR GOOGLE AND THEIR SUBSIDIARIES AND BENEFICIARIES WILL HAVE THE RIGHT TO ENFORCE THE TERMS AGAINST YOU.

YOU WARRANT AND REPRESENT THAT YOU HAVE FULL POWER, CAPACITY AND AUTHORITY TO ACCEPT THESE TERMS.

Definitions

Approved Purpose means the use of SafeZone Security System for the purpose of supporting the provision of Monitoring Services by RAA Secure Services to the Customer in the Area.

Area means the areas within Australia which includes all mainland Australia, and Tasmania where there is sufficient cellular and GPS reception.

CriticalArc means CRITICALARC PTY LTD (ABN 69 154 820 603) of Suite 2, Level 1, 33 Belmont Street, Sutherland NSW 2232, Australia.

Customer means the party who has engaged RAA to provide the Monitoring Services pursuant to which you have been granted access to the Application. The Customer may be You or a third party such as your employer.

Customer Response Protocol means the instructions provided to RAA by the Customer detailing the required response by RAA under the Monitoring Services Agreement.

Device means any compatible mobile device using authorized iOS or Android operating systems upon which an End User downloads and installs the RAA SafeZone Application. It excludes any items that connect to your device.

Force Majeure Event means an event or circumstance which is in the nature of force majeure, including but not limited to fire, flood, storm, accidents, plague, earthquakes, riots, explosions, wars, hostilities, cyber attacks, terrorists, labour disputes and industrial actions which prevent a party from complying with its obligations under this Agreement, and which that party:

- (a) did not cause;
- (b) cannot control or influence; and
- (c) could not have prevented or avoided through prudent management processes, policies and precautions, including the use of alternative resources, the procuring of services from another source and work around plans.

RAA SafeZone Application or the Application means the application downloaded by You to send System Events to RAA via the SafeZone Security System.

Monitoring Services means monitoring of the Application for, and actioning of, System Events and such other services (if any) selected by the Customer in its Secure Services Agreement with RAA.

Monitoring Services Agreement means the agreement between the Customer and RAA which provides for Your access to the Application, the SafeZone Security System and the Monitoring Services.

SafeZone Security System (“SSS”) means the CriticalArc SafeZone Security System which includes the RAA SafeZone Application, and includes any update, new Version or modification.

RAA Secure Services means the secure services division of the Royal Automobile Association of South Australia Incorporated (ABN 90 020 001 807) of 101 Richmond Road, Mile End, South Australia, 5031.

System Event means the activation of an alarm or alert on the Application installed on Your Device.

User Confidential Data means the data sheet detailing Your personal information which will be used for the Approved Purpose and which has been provided to RAA directly or via the Customer to enable RAA Secure Services to provide the Monitoring Services.

User Guide means the guide issued by RAA detailing the use of the RAA SafeZone Application as amended from time to time.

Terms and Conditions

1. Licence

1.1 CriticalArc grants You a non-exclusive, non-transferable right to install and/or use the RAA SafeZone Application on one Device for the Approved Purpose and in accordance with the terms and conditions of this Licence Agreement.

2. Term

2.1 This Licence Agreement will commence upon You agreeing to be bound by the terms of this Licence Agreement and shall continue until RAA ceases to offer the SafeZone Security System and Monitoring Services to the Customer.

2.2 You will be notified by CriticalArc and RAA if RAA decides to cease offering the SSS and Monitoring Service to the Customer.

2.3 It is Your responsibility to:

- (a) ensure Your Device is compatible with the Application and is in good working order;
- (b) configure Your Device to work with the Application including without limitation, having location services turned on to enable all networks to locate Your position in the event that you send a System Event;
- (c) organize necessary related services from Your telecommunications carrier including without limitation paying for any charges related to the use of Your Device even if those charges arise as a result of using the Application; and
- (d) install all updates of the Application to ensure You have the current version.
- (e) Ensure that the Application can only be accessed by You, as outlined in Your User Confidential Data.
- (f) In the case of a genuine System Event, if You do not receive a voice communication to the Device within 3 minutes, You must assume that RAA has not received notice of the System Even and you should contact emergency services to respond.
- (g) ensure that following a System Event You do not use Your Device (including making or receiving any calls, or using any other applications on your Device) until you have received a voice communication to your Device from RAA Secure Services . Any use of your Device may prevent RAA Secure Services making voice communication with You and may lead to an escalated response.

2.4 By downloading the Application You will connect to the SafeZone Security System. When You use the Application on Your Device to trigger a System Event it will be processed by the SafeZone Security System which will send a System Event to the

Monitoring Emergency Response Centre at RAA Secure Services who, when received, will respond to System Events in accordance with accepted RAA Secure Services practices and Your User Information Sheet and the Customer's Response Protocol.

- 2.5 You understand and agree that the receipt of the System Event by the SafeZone Security System and RAA Secure Services and thus the resulting RAA Secure Services response time may be impacted by network coverage, software issues, hardware issues, communication and any number of other technical issues. CriticalArc and RAA cannot guarantee that the System Event will be received by the SafeZone Security System and and/or RAA Secure Services. CriticalArc and RAA will not be responsible for any failure of the Application howsoever caused to send a System Event to the SafeZone Security System or RAA Secure Services and will not be liable for any loss suffered by You as a result.
- 2.6 You agree that the Application is only operational for the Approved Purpose within the Area and you cannot rely on the Application for a security response outside the Area or the Approved Purpose.
- 2.7 You acknowledge that:
- (a) You have completed and signed a User Confidential Data and provided it to the Customer and you represent and warrant that the information provided in the User Confidential Data is true, correct and accurate;
 - (b) You authorize the Customer to provide the User Confidential Data to RAA and further authorize RAA to collect, store and use the information in the User Confidential Data (including any 'personal information') in connection with the administration of the Application and the provision of the Monitoring Services to the Customer and otherwise in accordance with its Privacy Policy which is available at <http://www.raa.com.au/about-us/privacy-policy>;
 - (c) You have been provided with and read a copy of the User Guide; and
 - (d) RAA will rely on the information set out in the User Confidential Data in providing the Monitoring Services.
- 2.8 You understand and agree that:
- (a) The Application, SafeZone Security System and Monitoring Service is provided to You as a service "as is" and "as available" and Your use of the Application solely at Your own risk
 - (b) The SafeZone Security System and Monitoring Services are provided by RAA to the Customer on the terms set out in the Monitoring Service Agreement. If the Monitoring Services Agreement between RAA and the Customer is terminated for any reason your access to the Application will be suspended or terminated. RAA will notify You of the suspension or termination of your access to the Application as soon as reasonably possible. RAA will not accept any responsibility or liability if Your access is suspended or terminated in accordance with this clause.

- (c) The Application is intended to provide a System Event to RAA Secure Services for a response to Your personal safety. It is expected that You, and only You, will use the Application when Your safety is threatened or You require first aid or security assistance. You cannot rely on the Application, SafeZone Security System or RAA to provide a lifesaving emergency response. In the event of an emergency You should call 000 immediately.
- (d) Misuse of the Application will undermine the operation of the Application. If You misuse the Application in any way, RAA will provide You or the Customer with a formal warning. If You repeat the misuse of the Application, RAA may terminate Your access to the Application. RAA and CriticalArc will not accept any responsibility or liability if Your access is terminated in accordance with this clause.
- (e) The Application will only be operative in the Area;
- (f) The maintenance and support for the Application is provided by CriticalArc only. RAA, Apple, Google are not responsible for the Application itself and it is not the responsibility of RAA, Apple or Google to provide any maintenance or support services to You. For support, send an email to support@criticalarc.com;
- (g) You represent and warrant that You are not listed on any U.S. Government, or other government, list of prohibited or restricted parties.

2.9 Where a System Event has been triggered You understand and acknowledge that:

- (a) when RAA Secure Services receives a System Event from the Application via Your Device, RAA Secure Services will attempt to send a voice communication to the Device where the Application is running and otherwise respond in accordance with Your User Information Sheet and the Customer Response Protocol;
- (c) if RAA is unable to respond to a System Event in accordance with the Monitoring Services Agreement within such period as RAA considers appropriate in the circumstances, RAA will take such action as it considers reasonably necessary to respond to the System Event;
- (d) when and if necessary RAA will provide the last known location of the Application and Device and vicinity to Emergency Services and Emergency contacts; and
- (e) in a case of a System Event two-way voice communication with Your Device will be used as the primary source of information by RAA Secure Services to guide the System Event response and accordingly You must ensure Your Device is available for and able to receive two-way voice communication;
- (f) if, following a System Event you do not receive a two-way voice communication with Your Device within 3 minutes of the triggering of the System Event, then the System Event may not have been received by RAA Secure Systems and You should make other arrangements for your safety and if required call an appropriate emergency service directly.

3. Restrictions

3.1 This Licence Agreement does not include rights to, and You must not sublicense, decompile, reverse engineer, disassemble, modify, adapt, translate, rent, lease, loan, or create derivative works based on, the Application or part thereof, except as otherwise expressly permitted in this Licence Agreement.

- 3.2 Except as expressly permitted in this Licence Agreement, You must not copy the Application.
- 3.3 You must not, whether in whole or part do anything to enable the Application installed on one Device to be accessed by or via another Device or User in respect of which You have not been granted a licence to use the Application.

4. Content

- 4.1 CriticalArc or RAA may audit Your use of the Application for the purpose of evaluating and improving the Application.
- 4.2 By transmitting any message, communication, information (including personal information) or data including location information, security alerts and responses ("Content"), You grant CriticalArc and RAA an irrevocable licence to collect, use, store, handle, reproduce, display, perform and transmit such Content for the Approved Purpose. To the extent that Content belongs to a third party, You warrant that you have the consent of the third party to transmit the Content on the terms of this Licence Agreement.

5. Use of Location Information

You are notified and deemed to accept that Apple and Google and their trusted location partners also receive information that is used to improve positioning services, such as nearby Wi-Fi access points and cell towers, when the location features of the Application are used.

6. Privacy & Security

- 6.1 Both RAA and CriticalArc will abide by all applicable law, rules and regulation relating to the privacy of Your personal information (including that contained in Your User Confidential Data). RAA and CriticalArc will also adhere to their respective Privacy Policies which can be found at www.raa.com.au/about-us/privacy-policy and www.criticalarc.com/privacy.html.
- 6.2 You agree that both RAA and CriticalArc may use Your personal information in accordance with their Privacy Policies for the Approved Purpose.
- 6.3 While both RAA and CriticalArc use best endeavours to protect the security of Your information (including personal information), neither party can guarantee the security of Your information.

7. Indemnity

- 7.1 You indemnify CriticalArc and RAA ("the Indemnified Parties") and You agree to keep the Indemnified Parties indemnified against any and all claims, demands, losses, damages and costs (including legal costs and investigation costs) that the Indemnified Parties incur or may incur as a result of or arising out of:
 - (a) Your use of the Application;
 - (b) failure of the alert to be received by RAA Secure Services for any reason;
 - (c) a breach by You of any of Your obligations under this Licence Agreement;
 - (d) any act of default or omission or willful conduct or negligence by You;
 - (e) the authorization by You of any action or activity which infringes any Intellectual Property Rights; or
 - (f) any use of the Application for any purpose other than the Approved Purpose.

8. Exclusions and limitations

- 8.1 This clause 8 does not exclude, restrict or modify:
- (a) the application or any provision of any statute (including the Competition and Consumer Act 2010 (Cth) ('Consumer Guarantee');
 - (b) the exercise of any right conferred by a Consumer Guarantee; or
 - (c) the liability of RAA or CriticalArc for a failure to comply with a Consumer Guarantee, where to do so would:
 - (d) contravene that statute; or
 - (e) cause any part of this clause to be void.
- 8.2 Subject to clause 8.1, all representations, conditions, warranties and terms expressed or implied by general law, statute or custom are expressly excluded.
- 8.3 Subject to clause 8.1 and to the extent permitted by law in no event will CriticalArc or RAA be liable for any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, cost of procuring substitute services, lost profits, losses or other expenses) arising in connection with the provision of the service offering howsoever caused, suffered by You in connection with the Application or the supply, delay in supplying or failure to supply the Application, the Licence Agreement, or termination of the Licence Agreement or Monitoring Services Agreement, including any negligence, misrepresentation, or other default by CriticalArc or RAA or their officers, employees, contractors or agents. In the event that any part of this clause is deemed invalid or unenforceable, it shall be severable from the remainder of this clause and this Licence Agreement so as not to affect the validity or enforceability of the remainder of this clause and this Licence Agreement.
- 8.4 Without limiting the foregoing, this limitation of liability includes but is not limited to the failure of the alert to be received by RAA Secure Services for any reason, the unavailability of the Application and the SSS due to unavailability of wireless telecommunications services, unauthorized access to the Application or SSS or your personal information, any failure of performance, error, omission, interruption, defect, delay in operation, transmission or security notification, virus affecting your computer or Device or system failure.
- 8.5 You acknowledge that CriticalArc only warrants that the Application will be fit for the Approved Purpose in the Area.
- 8.6 You acknowledge that Apple and Google provide no warranty whatsoever and are not responsible for processing any claims including without limitation claims in relation to infringement of third party IP, product liability claims, any claims that the Application fails to conform to any applicable legal requirement and any claims arising under consumer protection or similar legislation with respect to the Application.

9. Intellectual Property Rights

- 9.1 You acknowledge that other than the limited licenses granted in this Licence Agreement, You obtain no Intellectual Property Rights or title whatsoever in the Application or any documentation associated with the Application.

9.2 You must not use RAA or CriticalArc's registered or unregistered trademarks without written authority from RAA and CriticalArc where relevant.

10. Force Majeure Event

10.1 To the extent that a party's delay or inability to perform under this Licence Agreement is due to the existence of a Force Majeure Event, the affected obligations of that party under this Licence Agreement will be suspended until the passing of that Force Majeure event. A party must take all reasonable steps to minimise any disruption to and resume the performance of its affected obligations once the Force Majeure Event has ceased.

10.2 If substantially all of a party's obligations under this Licence Agreement are suspended by a Force Majeure Event for more than 21 days, either party may elect to terminate this Licence Agreement without penalty.

11. Termination

11.1 RAA or CriticalArc may terminate this Licence Agreement if You commit a breach of this Licence Agreement which cannot be remedied or as otherwise specified in this Licence Agreement.

11.2 Upon the expiration or termination of this Licence Agreement for any reason:

(a) You must cease using the Application, and

(b) You must promptly destroy or erase (as applicable), all materials containing the Application in Your possession, custody or power, and provide RAA and CriticalArc with evidence of compliance with this clause if requested.

(c) Your access to the Application SafeZone Security System and Monitoring Services will be blocked by RAA and CriticalArc.

11.3 Clauses 1, 3, 6, 7, 8, 9, 12 of this Licence Agreement survive termination of this Licence Agreement.

11.4 Termination of this Licence Agreement by RAA or CriticalArc is without prejudice to its other rights in respect of this Licence Agreement.

12. General

12.1 This Licence Agreement constitutes the entire agreement between the parties relating to the subject matter of this Licence Agreement. This Licence Agreement supersedes all other prior communications and agreements between the parties as to its subject matter. Each party agrees that unless expressly stated in this Licence Agreement, that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of this Licence Agreement.

12.2 This Licence Agreement is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

12.3 A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Licence Agreement.

- 12.4 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Licence Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Licence Agreement. A waiver of a breach does not operate as a waiver of any other breach.
- 12.5 Any provision of this Licence Agreement or part of a provision or clause which is unenforceable or invalid in any jurisdiction must:
- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
 - (b) be severed from the remainder of the provision or clause and this Licence Agreement in any other case, without invalidating or affecting the remainder of the clause or provision or remaining provisions of this Licence Agreement or the validity of that clause or provision in any other jurisdiction.
- 12.6 You must not assign, lease, charge, sub-license, or otherwise transfer the Licence.
- 12.7 During the Term CriticalArc and RAA reserve the right to make changes to these terms from time to time. RAA and CriticalArc will provide You with notice of any changes to the terms. If You do not wish to use the Application on the amended terms, You must immediately delete the Application from Your Device. You understand and agree that if You continue to use the Application after the terms have changed CriticalArc and RAA will treat Your use as acceptance of the updated terms.
- 12.8 A term or condition of, or act done in connection with, this Licence Agreement does not operate as a merger of any of the rights or remedies of the parties under this Licence Agreement and those rights and remedies continue unchanged.
- 12.9 Unless this Licence Agreement expressly provides otherwise:
- (a) each indemnity in this Licence Agreement survives the expiry or termination of this Licence Agreement; and
 - (b) a party may recover a payment under an indemnity in this Licence Agreement before it makes the payment in respect of which the indemnity is given.
- 12.10 This Licence Agreement is governed by and must be construed in accordance with the laws in force in the State of South Australia and the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to this Licence Agreement, its performance or subject matter. Both RAA and CriticalArc reserve the right to enforce its intellectual property rights before the competent courts of any jurisdiction where an act of infringement occurs.

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