

END USER AGREEMENT – PWRON PTY LTD

Firstly, thank you for purchasing our product and associated service/s.

This end user license agreement is associated with all products and services offered by PWRON Pty Ltd and its affiliates and subsidiaries including, but not limited to the following: “PWRON”, “PWRON Power Outage Alert Systems”, “PWRON Monitoring (AUS) Pty Ltd” and “Cre8 Innov8 Pty Ltd”.

Throughout the user agreement, terms such as “we” and “our” will be used in place of PWRON Pty Ltd and its affiliates and subsidiaries (listed above)

This End User Agreement (this “Agreement”) is a legal document that outlines and contains the specific terms and conditions under which limited use of certain software (as defined below, including firmware and our user interface) that operates with the Product/s is licensed to you, the end user. It also outlines safety, privacy, terms, intellectual property, indemnity and other terms and conditions, that apply to this end user agreement (related to our Products and Services)

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING YOUR SMART DEVICE

BY ENTERING YOUR PERSONAL WI-FI DETAILS, CONNECTING THE DEVICE TO THE INTERNET, CLICKING THE BUTTON TO CONFIRM YOUR ACCEPTANCE WHEN YOU FIRST SET UP YOUR PWRON DEVICE/SMART PLUG, YOU ARE AGREEING TO ALL THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT YOU MAY RETURN THE PRODUCT FOR A FULL REFUND.

DEFINITIONS USED IN END USER AGREEMENT

“Product” – this means any smart device or smart plug that you have purchased from PWRON Pty Ltd, or via a reseller or an affiliate. In the form of a smart device, the Product is a wi-fi based plug (10A – 240v only) that sits between a household 10A wall socket and another appliance (such as refrigerator, fish tank, server or other suitable appliance)

“Software” - This product contains Software (also described as firmware throughout the end user agreement) that is licensed to you by PWRON Pty Ltd. “Software” means any and all firmware programs and associated files provided with respect to the Product; any and all software programs, applications and associated files provided with respect to the Product (including firmware and user interface); all modified versions of and upgrades or

improvements to such programs (such as those provided via web-based updates), all subsequent versions of such programs, and all copies of such programs and files.

Software as described above does not include any Open Source Software that may have been used/implemented with our Product.

“You” or “End User”- By “you” or “End User” we mean the purchaser, recipient or other end user of the Product containing the Software or the purchaser, recipient or any other reasonably assumed end user.

1. TERM OF END USER AGREEMENT

This Agreement is effective when you use our Product and/or Software, which will constitute your acceptance of, and agreement to, this End User Agreement.

2. THE LICENSE GRANT

PWRON Pty Ltd hereby grants you the right to use one copy of the firmware in object code form solely on the smart device/product to use our product as described (power outage alert system).

You may not transfer this right, copy or use this firmware in any other manner (except any open source code that may have been used – which will have it’s own user/license agreement)

You may use the user interface (and associated software) for the customization of your account, including but not limited to: access and changes to billing, access and changes to alert recipients, access to analytics and user dashboard.

Our firmware and user interface may be updated from time to time, when required, this Agreement will govern any upgrades or updates provided by PWRON Pty Ltd that replace and/or supplement the original firmware.

3. THE LICENSE RESTRICTIONS

The Software is licensed, not sold, to you. You own the smart device only.

You have the non-exclusive right to use the Software in accordance with this Agreement only.

You may not modify, adapt or otherwise create derivative works from the Software (including firmware) or the Product (smart device) containing the Software

You may not lease, sublicense, resell, rent, loan, redistribute, or otherwise transfer, whether for commercial purposes or otherwise, the Software. You may not reverse engineer, disassemble, decrypt or decompile the Product or the Software or otherwise try to reduce the Software to a human-readable form.

You may not remove or alter any copyright, trademark or other proprietary notices contained in the Software.

You may not use the Product or any part of the Software to develop a competing hardware and/or software product.

You may not copy the firmware or operate it separately from the Product onto which it is embedded

You may not use the Software to transmit software viruses or other harmful computer code, files or programs, or to circumvent, disable or otherwise interfere with security-related features of the Software or use the Software to collect or harvest any third party's personally identifiable information, to send unauthorized commercial communications or to invade the privacy rights of any third party.

You may not use the Software for any unlawful purpose, and/or in any manner that breaches this Agreement. All rights not expressly granted to you by PWRON Pty Ltd under this Agreement are hereby reserved by PWRON Pty Ltd.

This license does not apply to Open Source Software contained in the Software. Rather, the terms and conditions in the applicable Open Source Software license shall apply to the Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, any Open Source Software license.

4. OUR INTELLECTUAL PROPERTY

All title and intellectual property rights (including without limitation all copyrights, patents, trade secret rights and trademark rights) in and related to the Software and Product are owned by PWRON Pty Ltd and/or its affiliates and subsidiaries.

5. INDEMNITY

If PWRON Pty Ltd is the subject of a claim, becomes involved in a legal proceeding, or suffers any economic loss or damage as a result of your violation of this End User Agreement, to the extent permitted by law, you will be responsible for compensating PWRON Pty Ltd for the full amount of its loss, as well as any reasonable amounts PWRON Pty Ltd incurs in solicitors' fees, expenses and court costs, except to the extent that PWRON Pty Ltd contributed to the loss or damage.

6. SAFETY AND PRECAUTIONS

You understand that you use our Product and/or Software at your own risk.

You agree that you are solely responsible for any or all loss, liability or damages to your home, business, appliances or loss of stock as the end user. PWRON Pty Ltd accepts no responsibility for any loss of stock where power outage occurs, as we provide an alert service only.

It is the end users responsibility to ensure the user interface (including appropriate alert recipients details are correct), monitoring subscription and SMS credits are up to date and in working order to ensure an alert is received when power outage occurs.

The “alarm repeat” option shall be customized via the user interface by the end user (as default is set to “never”), the “alarm repeat” option will send out an outage alert (via SMS and/or email) at the desired set times to allow for “missed” alerts by the user.

End user understands that PWRON Pty Ltd uses a third-party to send SMS and email alerts – and therefore understands that these third-party providers may, from time to time, experience service disturbances and issues with providing their service.

You are responsible for complying to any safety precautions and using the Product as described only. We are not responsible for your intentional misuse of the Product or your negligence in use of the Product – please do not open or unscrew the Product, simply return to PWRON Pty Ltd under warranty conditions for any faults for a replacement smart device.

You acknowledge that our Product should not be used in conjunction with any life saving technologies, medical or emergency applications – the monitoring is not from a “person” that can initiate any emergency calls or responses. If you have purchased this Product for this reason, please send Product back for full refund to PWRON Pty Ltd.

When using our Product with a server or computer It is your responsibility to back up your system, including without limitation, any material, information or data that you store on these appliances. PWRON Pty Ltd shall have no liability for your failure to back up your system or any material, information or data.

If any portion of this Agreement or any of its terms is found to be void or unenforceable by law in a particular jurisdiction, such portion or terms shall be interpreted and enforced to the maximum extent allowed in such jurisdiction, and the remaining provisions or any part thereof will remain in full force and effect.

PWRON Pty Ltd offer a 12 month product replacement warranty period – from the time your user account is set up – if you have any concerns or questions, please seek advice from PWRON Pty Ltd infoline – we pride ourselves on customer service. All contact details can be found at www.pwron.com.au or at the bottom of the user interface screen.

PWRON Pty Ltd will always protect your personal data – for more information, please view our privacy policy, which can be found at www.pwron.com.au or at the bottom of your user interface screen. We may use your data internally (for example: address) to analyse power outage frequency and access your billing information where needed for account enquiries and troubleshooting.

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