

# RedGrid App – Terms of Use

## 1. The RedGrid App

- 1.1. Your use of the RedGrid application (the **App**) and your acceptance of these terms of use (**Terms**) and our privacy policy (a copy of which is available at: <https://redgrid.io/wp-content/uploads/2020/08/20200805-RedGrid-Privacy-Policy.pdf>) (**Privacy Policy**), constitute a binding agreement between you and RedGrid Internet of Energy Enterprises Pty Ltd ACN 626 675 027 (**RedGrid**).
- 1.2. By downloading and using the App, you acknowledge and agree to be bound by these Terms as may be varied by us from time to time in accordance with these Terms. If you do not agree with these Terms, you should uninstall the App immediately or stop using the App.
- 1.3. The App allows you to use your Device (as defined below) to remotely monitor and/or control the operation of third-party products or appliances that you have purchased and installed in accordance with the manufacturers' instructions (**Appliances**).
- 1.4. You acknowledge that RedGrid may remotely monitor and/or control the operation of your Appliances via the App to the extent to which you permit RedGrid to do so by reason of the specific settings you approve in your use of the App.
- 1.5. We do not charge you for using the App however your network operator may charge you for the cost of data used while using the App.

## 2. Licence

- 2.1. Subject to these Terms, RedGrid grants you a personal, non-exclusive, non-transferable, limited and revocable license to use the App in accordance with these Terms for personal and non-commercial use only on Apple iPhone, iPad or Android phones or tablets (each a **Device**) owned or controlled by you as permitted by the usage rules contained in the relevant Apple and Android Terms.
- 2.2. Any use of the App in any other manner, including, without limitation, resale, transfer, modification or distribution of the App or any element of the App (Content) other than in accordance with these Terms, is strictly prohibited.
- 2.3. These Terms also govern any updates to, or supplements or replacements for, the App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

## 3. Collection of Data

- 3.1. By using the App, you acknowledge and agree that RedGrid may collect and use information regarding your use of the App for commercial or non-commercial purposes (**Data**), subject always to compliance with our Privacy Policy, the *Privacy Act 1988* (Cth) and any other applicable laws. The types of Data we may collect from you may include:

- (a) your name, email address and mobile phone number;
- (b) your Device identification details;
- (c) information regarding your use of the App and your Appliances; and
- (d) location +Data sent by your Device.

3.2. You acknowledge and agree that the App uses a software platform licenced by RedGrid from Tuya Smart Inc. (**Tuya**) and that Tuya will also collect and use the Data in accordance with its privacy statement (a copy of which is available [here](#)) as may be amended from time to time.

#### 4. Use of the App

4.1. To the maximum extent permitted by law, RedGrid makes no warranties or guarantees about the availability, reliability and accuracy of the App or the information provided through it.

4.2. RedGrid will use commercially reasonable efforts to make the App available at all times however we will not be liable or responsible for any unavailability caused by circumstances beyond our reasonable control, including, without limitation, failures, downtime or delays caused by Tuya, an internet service provider, applications or software products provided by third parties that interoperate with the App, or denial of service attacks.

4.3. You acknowledge and agree that the security mechanisms in the App have inherent limitations and that internet transmissions are never completely private or secure. Any data transmitted or received through by the App may be read or intercepted by others.

4.4. RedGrid is providing the App to you "as is", and you acknowledge that your use of the App is at your own risk. To the maximum extent permitted under applicable law, in no event will RedGrid be liable to you:

- (a) with respect to your use of the App; and
- (b) for any injury, expenses, or loss whatsoever (whether direct or indirect) to persons or property as a result of using the App, including but not limited to failures, downtime, theft or corruption of personal information or Data, the inability to use the App, loss arising from or in any way connected with a third party or failure or malfunction of your Device or Appliances.

4.5. To the maximum extent permitted by law, all warranties in respect of the App, whether express, implied, statutory or otherwise, are excluded. To the extent such warranties cannot be excluded by law but liability can lawfully be limited, liability is limited at RedGrid's option to replacing the App or the cost of replacing the App or acquiring an equivalent replacement item.

4.6. You will at all times indemnify and keep indemnified RedGrid and its officers, employees and agents (together, the **Indemnified Parties**) from and against all loss (including legal costs and expenses on a full indemnity basis) or liability suffered or incurred by the Indemnified

Parties arising from any claim, demand, suit, action or proceeding by any person against the Indemnified Parties where such loss or liability arose out of, in connection with, or in respect of any breach of these Terms by you or your use of the App.

## 5. Changes to these Terms and the App

- 5.1. RedGrid reserves the right to vary these Terms or any other policies related to the use of the App at any time by posting revisions of the revised Terms on its website. Continued use of the App following the posting of the revised Terms will constitute acceptance of those revised Terms by you.
- 5.2. RedGrid may change the App or any functions of the App at any time and for any reason without notice. If we remove a particular service or feature of the App, we may replace it with a comparable service or feature, but we are not obligated to do so.

## 6. Term and Termination

- 6.1. These Terms commence on the date you accept these Terms and will continue until it has been terminated in accordance with these Terms.
- 6.2. RedGrid may terminate these Terms and cancel or suspend your access to the App or a portion of the App at any time without notice if you violate these Terms. If we do, your right to use the App will cease.
- 6.3. You may terminate these Terms at any time by deleting the App from all Devices that you have installed it on.

## 7. Third Party Content

- 7.1. The App may contain materials such as data, documents, information, advertisements, communications, messages and links including from RedGrid or third parties, such as the manufacturers of Appliances (**Content**).
- 7.2. You acknowledge and agree that any Content and links to third-party websites may not be under our control and does not constitute an endorsement by us of those third-party websites or any service or product offered. To the maximum extent permitted by law, we take no responsibility for the Content, including its accuracy.

## 8. Intellectual Property Rights

- 8.1. RedGrid remains the owner of the App at all times and retains all right, title and interest in and to the App, including any and all intellectual property rights, including, without limitation, any patents, inventions, trademarks and copyright in the works contained in the App, and any software, design, images and text (together, the **Intellectual Property Rights**).
- 8.2. Nothing in these Terms transfers the ownership of any of the Intellectual Property Rights subsisting in the App and RedGrid reserves all rights not expressly granted. These Terms do not grant or imply any rights to any RedGrid or third party (including Tuya) trademarks, trade

names, or logos. You must not exercise any of the exclusive rights of us as owner of the Intellectual Property Rights subsisting in the App.

8.3. You grant us a royalty-free, worldwide, irrevocable and perpetual license to use and incorporate into the App any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the App.

8.4. You acknowledge and agree that you will not challenge the validity of any Intellectual Property Rights.

## 9. **Assignment**

9.1. The benefit of these Terms are personal to you and will not be dealt with in any way by you (whether by assignment, sub-licensing or otherwise).

## 10. **Governing Law**

10.1. These Terms are governed by the laws of the state of Victoria, Australia and each party agrees to submit to the exclusive jurisdiction of the courts of Victoria, Australia in relation to any matter arising from the use of the App.