

GSM RETAIL HOLDINGS PTY LTD TERMS OF USE INCLUDING END USER LICENCE AGREEMENT

These Terms are a legal agreement between you and the owner of the GSM Retail Holdings Pty Ltd app (**GSM**). Use of and access to GSM is subject to your compliance with these Terms.

BY DOWNLOADING OR USING GSM IN ANY WAY, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE OR ACCESS GSM IN ANY WAY.

If you agree to these Terms on behalf of another person, you represent and warrant that you have the authority to bind that person. Your agreement to these Terms will be treated as agreement by that person and these Terms will be binding on that person.

Use

GSM is available for personal use and only in connection with Mistral Connected enabled products. It is your responsibility to ensure that your GSM app is used only in accordance with these Terms.

All text, graphics, user/visual interfaces, trademarks, logos, music, sounds, artwork and photographs (including the design, structure, "look and feel," and arrangement of such content), contained on or in GSM ("**GSM content**") is owned, controlled or licensed by us. We grant you permission to use GSM content subject to these Terms for your non-exclusive personal non-commercial use.

You acknowledge and agree that GSM is intended for supply and use in Australia and New Zealand and may not be able to be used as intended, and may not comply with applicable laws and regulations, in countries other than Australia and New Zealand.

End User licence

We grant to you a non-exclusive non-transferable license to use the GSM software subject to these Terms. Where GSM is used on Apple-branded products that you own or control it must be used only as permitted by the 'Usage Rules' in the App Store Terms of Service. GSM and each part of it (including all GSM content and source code, object code or algorithms that may form part of GSM) is our intellectual property. Other than as noted above, this licence does not grant you any intellectual property rights in GSM. You must not decompile, disassemble, reverse engineer or in any way modify GSM.

Restrictions

You must not resupply or sublicense GSM or copy, modify or in any way reverse engineer all or any part of GSM, or seek to extract any source code, object code or algorithms that may form part of GSM. GSM and all the trade marks, copyright, database rights and other intellectual property rights related to it, belong solely to us and must not be used by you in any way.

You must use GSM in good faith and not in violation of any applicable law. You must not use or permit any person to use GSM; (1) to intrude or encroach on the privacy of, or to defame, menace or harass any person; (2) in a way that disrupts, misuses or excessively uses bandwidth access, storage space or other resources; (3) for the purposes of accessing, storing, distributing, providing (including to us) or otherwise transmitting any information, data, material or content other than as intended for the usual use of GSM in connection with Mistral Connected enabled products; or (4) in any manner that is otherwise unacceptable to us.

Changes to Terms

We may modify or update these Terms at any time. Please check these Terms periodically for changes at www.gsmretailgroup.com/privacy-terms. Your continued use of GSM following changes to these Terms signifies your acceptance of the changes.

Changes to GSM

We may update GSM from time to time (e.g. to add additional features or functions). If we make changes to GSM, these Terms will apply to the modified version of GSM. If we update GSM, you agree to download the update to continue using GSM. We may also stop providing GSM, in which case, the rights granted to you in these Terms will end.

Account information

To use GSM, you will need to provide information about yourself (e.g. your name, post code and/or contract details and password). You are entirely responsible for keeping your access to GSM secure and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account. You may be held liable for losses incurred by us or any other user of GSM due to unauthorised use of your account.

Charges

Download of GSM is free. However, we reserve the right to charge you a fee for use of features or functions within GSM (**Services**). You agree to pay all applicable charges for Services. We can vary charges at any time by notice to you. By continuing to use GSM after such notice you will be deemed to have accepted and agreed to the charges. If you do not want to use Services after we have varied the charges, you can terminate your Services by giving us 7 days written notice or ceasing to use and deleting the app.

Internet

Certain functions of GSM require an active internet connection. We take no responsibility for adverse effects on GSM and/or its functionality due to lack of or limited internet access. We are not responsible for transmission errors, corruption or security of information or for the quality or availability of internet services.

You may incur mobile network provider data costs or other charges by using GSM. You accept responsibility for these charges. If you are not the bill payer for the device with GSM installed on it, you confirm to us that you have received permission from the bill payer for using GSM and incurring such charges.

Data

You agree that we may collect and use technical data and related information about you and your use of GSM including information: (1) you input or upload into GSM; (2) collected through your use of GSM and Mistral Connected enabled products; and (3) gathered periodically to facilitate the provision of software updates, product support and other services to you related to GSM. We may use technology and automatic data collection tools such as web beacons, cookies, embedded web links and other information gathering tools to collect certain statistics, output and/or data.

You consent to use of such data and information to design and improve GSM and Mistral Connected enabled products, to monitor use of GSM and Mistral Connected enabled products, compile business and technical statistics and communicate with you including for the purposes of marketing to you about, providing you with and/or improving or enhancing, GSM and/or Mistral Connected enabled products.

You consent to the disclosure of such data and information, on an individual and/or aggregate basis, to our related bodies corporate, affiliates, agents, contractors and commercial partners, to third party service providers we use to provide GSM to you, to manufacturers and retailers of Mistral Connected enabled and associated products, to offer specific products and services we feel may be of interest to you, to facilitate a transfer or sale of all or some of our assets and/or business and to energy market participants, governments, councils and regulatory authorities, research institutions and other third parties in furtherance of our business needs.

Privacy

Our Privacy Policy is available at www.gsmretailgroup.com/privacy-terms. We collect, use, hold and disclose your personal and confidential information for the purposes set out in the Privacy Policy. If you do not provide

this information to us, we may not be able to provide GSM to you or you may not be able to obtain full GSM functionality. Please refer to the Privacy Policy for full details of our policy on privacy.

Marketing

From time to time we and our related bodies corporate may contact you to let you know about products and offers and for other marketing purposes, including by electronic communications such as email, and even after these Terms end. By using GSM you expressly consent to us sending you these communications and if you have provided us with personal information about another person (such as an additional account holder), that person has also expressly consented to us sending them these communications.

If at any time you decide you don't want to receive these communications, please let us know by sending us an email to the email address noted at the end of these Terms with your name, address and a statement that you no longer wish to receive them. We'll keep providing you with these communications until you tell us otherwise. Personal information you or a third party have provided to us may be held by us and used to contact you, including by electronic communications, for marketing purposes (even if you are no longer using GSM) until you opt out of receiving such information.

Third party websites and offers

GSM may contain links to third party websites or services or otherwise make you aware of services, products, offers and promotions offered by third parties. We do not endorse and we are not responsible for anything available via such links or third party offers. If you decide to use such links or third party offers, you agree the third party (not us) is responsible for the performance of its products and services.

Liability

You acknowledge and agree that use of GSM is at your sole risk. To the maximum extent permitted by law, GSM is presented "as is" and "as available" and we disclaim all warranties with respect to GSM including implied warranties of merchantability, fitness for purpose, accuracy or security and we exclude all liability for personal injury or any incidental, special, indirect or consequential damages (including loss of profits, loss of data or business interruption) arising out of use of or inability to use GSM.

Despite anything in these Terms, you have non-excludable rights under the Australian Consumer Law, and nothing in this Agreement excludes our liability to you under any consumer guarantee set out in Part 3-2 Division 1 of the Australian Consumer Law. For any liability that cannot lawfully be excluded (including under the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law), but that can be limited, our liability is limited to our choice of re-supplying or paying the cost of re-supplying services and repairing, replacing or paying the cost of repairing or replacing goods. Our liability for damages relating to the use or availability of GSM will not exceed the total amount of charges, if any, paid by you to us during the preceding 12 month period or, if no charges have been paid, an amount of \$100.

You indemnify us against any loss or damage suffered or incurred by us arising out of or in connection with your use of GSM in breach of these Terms or any laws.

Termination

Without prejudice to any other rights, we may suspend your GSM account and/or access to GSM, or terminate your use of GSM, if you do not abide by these Terms.

Acknowledgements

You acknowledge and confirm that:

- these Terms are between you and us only. As between us, Apple and Google, we are solely responsible for GSM and its content;
- you must comply with any applicable third party terms of agreement when using GSM;
- Apple, and Apple's subsidiaries, Google and Google's subsidiaries are third party beneficiaries of the licence to use GSM under these Terms, and that, on your acceptance of the license through use of GSM,

- you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country and you are not listed on any U.S. Government list of prohibited or restricted parties.

Miscellaneous

We may assign these Terms at any time to any subsidiary, or any affiliated company, or as part of the sale to, merger with, or other transfer of assets to another entity. You may not assign these Terms. These Terms constitute the entire agreement between you and us regarding this subject matter, and they govern your use of GSM. The failure by us to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any part of these Terms is unlawful, unenforceable or invalid, that part will not apply, but the rest of these Terms will continue unchanged. The laws of your place of residence within Australia apply to these Terms.

Contact

You should contact us as follows if have any questions, complaints or claims with respect to GSM:

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