

TERMS OF USE

01. Background

The Glyde® mobile application and Glyde® Access Control system (together Glyde unless otherwise noted) is owned and operated by the Fleetwood group being Fleetwood Limited and its wholly owned subsidiaries (**Fleetwood**).

- The Glyde Access Control platform consists of the following elements
 - The Glyde Platform Servers and data bases – these can be on-premise or cloud based
 - The Glyde Hardware – consisting of the Glyde Door Handle and Glyde Connection Boxes
 - The network infrastructure that supports these elements
 - The Glyde mobile device-based App
 - The Glyde Web Based Application
 - The Glyde Access devices RFID Card, RFID Fob

02. This user agreement

- This user agreement is between Fleetwood and any person who uses Glyde (referred to as **You or Your**) either in the form of a mobile application or a smart access device (like a card or a fob). This user agreement shall equally apply to use of the Glyde mobile application and the Glyde access device as the context requires and shall govern the basis upon which Fleetwood makes Glyde available for Your use.
- By downloading and using the Glyde mobile application, by signing a copy of this user agreement, or by using a Glyde access device issued to you by Fleetwood (whichever occurs first), You agree to be bound by this user agreement and Fleetwood's Privacy Policy (the **Privacy Policy**) a copy of which is located here {insert hyper link to the policy on the FWD website: [Fleetwood-Privacy-Policy-LGL-P-01-V1 5.3.2025.pdf](#)}). [Glyde](#)
- By continuing to use Glyde, You warrant and acknowledge that you have had a chance to review and consider this user agreement and agreed to be bound by this user agreement and the Privacy Policy (**Terms**). If you do not understand the Terms or do not agree to be bound by the Terms, then you must stop using Glyde immediately. Fleetwood only agrees to provide Glyde if You agree to these Terms. .
- Fleetwood may amend or modify Glyde (including changing, deleting, discontinuing or imposing conditions on any of its functionality or features), or the Terms from time to time, in which case You will be notified. If You continue to use Glyde by any means after such a notification, the amendments or modifications that are the subject of the notification will apply to You.



03. License to use Glyde

- Fleetwood grants to You a non-transferable, non-exclusive, royalty-free, worldwide license to download, install and use one copy of the Glyde mobile application, in executable object code format only, solely on Your handheld mobile device and solely for Your personal use of the application.
- Fleetwood also grants to You a non-transferable, non-exclusive, royalty-free, worldwide license to use the Glyde Access Control system solely for Your personal use. If you are issued a Glyde access device you may keep the device and use it each time you visit a complex at which Glyde is enabled. If You lose a Glyde access device there may be a cost to You for Fleetwood to replace it.

04. Registration and use

- In order to use Glyde, You may be required to register an Account with Fleetwood (**Glyde Account or User Profile**) and provide Fleetwood with certain information about You to enable Fleetwood to provide You with the Glyde functionality. To register a Glyde Account, You may need to select a username and password. If You have been already issued a Glyde access device before You registered Your Glyde Account, once You become bound by this user agreement You may be asked to register Your Glyde Account before You can further use Glyde.
- You have the choice of using the Glyde mobile application or the Glyde access device system, subject to the terms of this user agreement. If You choose to use the Glyde mobile application You may be asked to register the Glyde Account once You have downloaded the application. If You intend to use the Glyde access device Fleetwood may register a Glyde Account for You based on information provided by You or on Your behalf.
- Further information about the functionality of Glyde and how You can get the most out of this smart technology will be made available to You in Your room and at Glyde's website at www.glyde.net.au.
- Your Glyde Account will be updated from time to time by Fleetwood to record Your previous and proposed stays at the applicable accommodation complex. Fleetwood will use information about You and Your accommodation stays provided by You or on Your behalf.
- By obtaining a Glyde Account, You represent and warrant that:
 - You are at least 18 years of age;
 - You are eligible to register and use Glyde and have the right, power and ability to enter into and perform under this user agreement.
 - You will be solely responsible for the activity that occurs on Your Glyde Account.
 - You are the person responsible for the mobile device registered to Your Glyde Account (if applicable) or have the express permission of the mobile device owner.
 - You understand that it is Your responsibility to ensure that Your mobile device is compatible to use Glyde and that the mobile device is correctly configured.
 - The information about You that You, or a party on Your behalf, provides to Fleetwood is information which You are lawfully entitled to provide and is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights or other rights of any third party.

- You will keep Your Glyde Account username and password secure.
- You will not impersonate any other person, or use another person's registration details, or use another user's Glyde Account, or otherwise use Glyde to access another person's accommodation room, without their permission.
- You will not harass or interfere with another user's use of Glyde.
- You will not use Glyde, directly or indirectly, for any unlawful or fraudulent undertaking or in any manner so as to interfere with the operation of Glyde (including the transmission of viruses, worms or any software intended to damage or alter computer systems or data).
- You will not attempt to gain authorised access to Glyde, or other networks or systems connected to or used together with Glyde.
- Fleetwood is not responsible for any activity or conduct that may occur as a result of the disclosure by You of Your Glyde Account registration details and/or password to third parties, or through unauthorised access to or use of Your information.
- You are solely responsible for all activity that occurs via Your registration details and/or the use of Glyde on Your mobile device or computer.
- Your use of the Glyde mobile application may be subject to the terms of Your agreement with Your mobile device manufacturer and Your carrier. It is Your responsibility to comply with such agreements.

05. Collection of information

- You grant us permission to use Your information to provide You Glyde related services and for related purposes. You acknowledge that in order for Fleetwood to provide the services of Glyde and related services, Fleetwood may share Your information with other parties.
- Fleetwood's Privacy Policy is incorporated by reference into the terms of this user agreement.
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06. Unauthorised use

- If You believe that your Glyde Account, including Your Glyde access device or Glyde mobile application, has been used without Your authority, You should contact Fleetwood immediately.
- Fleetwood may decide to disable Your Glyde Account if Fleetwood believes that the account has been used without Your authority, or that it exposes You, other Glyde users, or Fleetwood to harm, including fraud and other unlawful acts.
- If Fleetwood reasonably suspects that You have engaged in, or Your Glyde Account has been used for, unauthorised, unlawful or illegal conduct, You give Fleetwood express authorisation to share information about You, Your conduct, or from Your Glyde Account, with third parties including without limitation relevant authorities.

07. Termination, discontinuance and suspension

- Fleetwood reserves the right, at its sole discretion and at any time, to suspend, or discontinue Glyde, or any part thereof, with or without notice. Fleetwood will not be liable to You or to any third party for any suspension, or discontinuation of Glyde or any of its features or services.

- Should Fleetwood need to conduct an investigation or resolve any pending dispute related to Your Glyde Account, Fleetwood may restrict Your access to Your Glyde Account, including Your ability to use the Glyde mobile application or Glyde access device, for any period of time necessary. Fleetwood may also restrict Your access to Your Glyde Account as necessary to comply with any applicable law or court order, or if otherwise requested by law enforcement, governmental entity or Your employer. You will be notified of such restricted access unless Fleetwood is legally prevented from notifying You.
- Fleetwood may also, at its sole discretion, terminate, suspend or restrict your access to Glyde for any reason, including, without limitation, a breach of this user agreement. If Your access is suspended, Fleetwood may renew access once Fleetwood has reasonably formed the view that the reason for the suspension has been suitably remedied.
- Fleetwood will not be liable to You or any other party for compensation, reimbursement, or damages in connection with Your use of Glyde, or in connection with any termination or suspension of Your Glyde Account.

08. Warranties and limitation of liability

- To the extent permitted by law, this user agreement excludes all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law.
- Fleetwood and its directors, employees and affiliates do not warrant that the service provided by Glyde is accurate, reliable or correct; that the service will be available at any particular time or location, interrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components.
- You acknowledge that, to the extent permitted by law, Fleetwood, and any of its officers, employees or agents are not liable for any loss or claim of any kind (including without limitation, consequential or economic loss or loss of profits), arising under or in connection with this user agreement including, without limitation, any changes to this user agreement save to the extent that such loss or claim arises from the negligence or wilful misconduct of Fleetwood.

09. Security

- We have implemented technical and organisational measures designed to secure Your information from accidental loss and from unauthorised access, use, alteration, or disclosure. However, we cannot guarantee that unauthorised third parties will never be able to defeat those measures or use Your information for improper purposes. You acknowledge that You provide Your information at Your own risk.

10. Intellectual property rights

- All copyright, trademarks and other intellectual property rights in Glyde, and the information and material contained in Glyde, is owned by Fleetwood.
- Except as permitted under the Copyright Act 1968 (Cth), or any other applicable law, You may not, regardless of the purposes of Your actions:
 - adapt, reproduce, copy, publish, publicly perform, stream, broadcast, transmit or distribute copies of any information or material found on Glyde in any form (including by e-mail or other electronic means), without Fleetwood's prior written consent;

- modify, disassemble, decompile, make derivative works of or reverse engineer the Glyde software.
- rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Glyde software to any third party;
- remove, circumvent, disable, damage or otherwise interfere with security-related features of the Glyde software; or
- access Glyde in order to build a similar or competitive product or service.

11. General

- This user agreement is governed by and will be construed in accordance with the laws of Western Australia. In any action or other legal process with respect to any matter or thing in connection with this user agreement, You agree to submit to the non-exclusive jurisdiction of Western Australia.
- Except as expressly provided for in this user agreement, the terms and conditions in this user agreement are a complete statement of the agreement between You and Fleetwood in relation to Glyde.
- If any of the terms and conditions of this user agreement are held to be invalid, unenforceable or illegal for any reason, it shall be changed and interpreted to accomplish the objectives of such term or condition to the extent possible and the remaining terms and conditions will nevertheless continue in full force.
- Upon termination of this user agreement and Your Glyde Account, the terms and conditions of this user agreement which by their nature are intended to survive termination shall survive and remain in effect.
- This user agreement, and any rights, obligations and licenses granted under it, may not be transferred, assigned or subleased by You.
- Fleetwood accepts no liability for any failure or delay in complying with any term or condition of this user agreement where such failure or delay is due to circumstances beyond Fleetwood's reasonable control.
- If Fleetwood waives any rights available to it under this user agreement on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Fleetwood or its authorised representative.
- If You have any questions regarding this User Agreement, or wish to obtain additional information, please send an email to info@fleetwood.com.au for the attention of Fleetwood's General Counsel.