

TERMS OF USE AND END USER LICENSE AGREEMENT

RecallScope Pty LTD

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Effective Date: November 12, 2025

1. AGREEMENT TO TERMS AND CONTRACT FORMATION

These Terms of Use and End User License Agreement ("Terms," "Agreement") constitute a legally binding contract between RecallScope Pty LTD ("RecallScope," "Company," "we," "us") and each person who accesses or uses the RecallScope mobile application and related services ("you," "User," "Subscriber"). The Application is accessible through iOS and Android platforms and connects Users with aggregated product recall information sourced from government agencies worldwide.

By downloading the Application from the Apple App Store or Google Play Store, creating an Account, or otherwise accessing the Service in any manner, you acknowledge that you have read and agree to be bound by these Terms, together with our Privacy Policy, Subscription and Billing Terms, and Cookies and Tracking Policy. These documents form part of this Agreement and are incorporated by reference. If you do not accept these Terms in their entirety, you must immediately cease all use of the Service.

Contract formation occurs through electronic acceptance under the Electronic Transactions Act 1999 (Cth), which recognises digital acceptance as legally valid where the method used identifies the person and indicates approval of the information communicated. Your continued use of the Application following modifications to these Terms constitutes acceptance of such modifications, subject to notice provisions outlined in Section 2 below.

Definitions. "Account" means the user profile established through Apple Sign-In, Google Sign-In, or anonymous registration. "Content" refers to all recall notices, data, text, graphics, notifications, and materials accessible through the Service. "Pro Subscription" means the paid subscription tier offering enhanced features. "Service" encompasses the mobile application, website at <https://recallscope.com>, and all related functionality. "Watchlist" means the user-maintained list of monitored products, brands, or vehicle identification numbers.

2. MODIFICATIONS AND AMENDMENTS

RecallScope reserves the right to modify these Terms at any time. Material changes affecting User rights, obligations, or payment terms shall be communicated via email to the address associated with your Account, or through prominent in-application notice, at least fourteen (14) days prior to the effective date of such changes. We shall determine in our sole discretion whether a modification constitutes a material change. Immaterial amendments (including corrections of typographical errors or clarifications that do not alter substantive rights) may be implemented without prior notice.

Where modifications are made, we will update the "Effective Date" at the top of this document. You are responsible for reviewing these Terms periodically. Continued use of the Service after the effective date of modifications constitutes acceptance of the revised Terms. If you object to any modification, your sole remedy is to discontinue use of the Service and contact support@recallscope.com to request Account termination.

3. ELIGIBILITY AND ACCOUNT REGISTRATION

Age Requirement. The Service is available only to individuals aged eighteen (18) years or older. By using the Service, you represent and warrant that you meet this age requirement. RecallScope does not knowingly collect information from persons under eighteen years of age. If we discover that a minor has created an Account, we shall terminate the Account and delete associated data in accordance with applicable privacy legislation.

Account Creation. Certain features require Account registration. You may register using Apple Sign-In, Google Sign-In, or alternative methods as made available. When using third-party authentication, you authorise RecallScope to collect your email address for delivery of the optional weekly digest, subject to your consent. Authentication credentials remain subject to the terms of Apple Inc. and Google LLC respectively.

Accuracy of Information. You agree to provide accurate, current, and complete information during registration and to update such information as necessary to maintain its accuracy. You are solely responsible for maintaining confidentiality of authentication credentials and for all activity occurring under your Account. You must notify us immediately of any unauthorised access by emailing support@recallscope.app.

4. LICENSE GRANT AND RESTRICTIONS

Limited License. Subject to compliance with these Terms, RecallScope grants you a personal, non-exclusive, non-transferable, revocable license to install and use the Application on devices you own or control, solely for lawful purposes consistent with the Service's intended function. This license encompasses both free-tier and Pro Subscription features, contingent upon applicable payment obligations.

Prohibited Uses. You shall not: (a) reverse engineer, decompile, disassemble, or attempt to derive source code from the Application, except where such restriction is expressly prohibited by applicable law; (b) modify, adapt, or create derivative works based on the Application; (c) remove, alter, or obscure any copyright, trademark, or proprietary notices; (d) distribute, sublicense, rent, lease, or transfer the Application to third parties; (e) use the Service in violation of any law or regulation; (f) employ automated systems (including bots, scrapers, or data mining tools) to access or extract Content; (g) interfere with or disrupt servers, networks, or security measures; (h) circumvent technical limitations or usage restrictions; or (i) use the Service for competitive analysis or development of competing products.

All rights not expressly granted herein are reserved by RecallScope. The Application and underlying technology contain proprietary information protected by intellectual property laws of Australia and other jurisdictions, including the Copyright Act 1968 (Cth) and Trade Marks Act 1995 (Cth).

5. USER CONDUCT AND PROHIBITED ACTIVITIES

You agree to use the Service responsibly and in accordance with these Terms. Prohibited conduct includes, without limitation: (a) transmitting false, misleading, or fraudulent information; (b) impersonating any person or entity; (c) harassing, threatening, or defaming RecallScope or other Users; (d) uploading viruses, malware, or other harmful code; (e) collecting personal information of other Users; (f) engaging in unauthorised commercial solicitation; (g) infringing intellectual property rights; or (h) facilitating unlawful activities.

Where the Service permits submission of feedback or suggestions ("User Content"), you grant RecallScope a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and display such content for any purpose related to Service operation or improvement. You

represent that User Content does not violate third-party rights and that you possess authority to grant this license.

6. CONTENT DISCLAIMERS AND THIRD-PARTY INFORMATION

Informational Purpose Only. All Content provided through the Service, including recall notices and risk assessments, is furnished strictly for informational purposes. RecallScope aggregates data from official government sources such as the US Food and Drug Administration, Consumer Product Safety Commission, National Highway Traffic Safety Administration, Health Canada, UK Office for Product Safety and Standards, and Food Standards Australia New Zealand.

RecallScope does not independently verify, audit, or warrant the accuracy, completeness, or currency of third-party information. Official recall notices may contain errors, omissions, or delays. Users are strongly advised to consult original source materials by following links to authoritative government websites.

Not Professional Advice. Content does not constitute medical, legal, financial, or professional advice. RecallScope provides no recommendations regarding whether specific products should be used, discarded, returned, or repaired. Users must consult qualified professionals for advice tailored to individual circumstances. Reliance on any information is at User's sole risk.

No Affiliation. RecallScope is an independent entity with no affiliation, partnership, or sponsorship relationship with government agencies, manufacturers, or retailers whose products appear in the Service. References to agency names or brands are for identification purposes only.

The Service may contain hyperlinks to external websites. RecallScope exercises no control over third-party sites and assumes no responsibility for their content or privacy practices. Accessing external links is at your discretion and risk.

7. PRO SUBSCRIPTION, BILLING, AND PAYMENT

Subscription Features. RecallScope offers enhanced functionality through a Pro Subscription, accessible via in-application purchase through the Apple App Store or Google Play Store. Pro features may include increased Watchlist capacity, advanced filters, advertising suppression, access to all supported jurisdictions, and customised notification schedules.

Free Trial. New subscribers may receive a seven (7) day free trial. At trial conclusion, unless canceled prior to expiration, your subscription automatically converts to paid status and recurring billing commences at the then-current rate. Trial eligibility may be limited to one trial per User or payment method.

Auto-Renewal and Billing. Pro Subscriptions automatically renew at the end of each billing cycle (monthly, quarterly, or annually as selected). Charges are processed through your Apple ID or Google Play account. Subscription fees are non-refundable except as stated in Section 8 or required by applicable consumer protection laws.

Subscription pricing may change upon advance notice. Existing subscriptions continue at the current rate until the next renewal date, when revised pricing applies. RecallScope does not directly process payments; all transactions are administered by Apple Inc. or Google LLC under their respective terms. Apphud Inc. provides subscription management functionality.

Cancellation. You may cancel at any time through subscription management settings in the Apple App Store, Google Play Store, or via in-application links. Cancellation instructions are accessible in the Application's settings menu. Upon cancellation, subscription benefits remain active until the current billing period concludes, after which your Account reverts to free-tier functionality. No prorated refunds are issued for partial billing periods except as mandated by law.

8. REFUNDS, RETURNS, AND CONSUMER GUARANTEES

Digital Content Refunds. RecallScope does not sell physical goods and therefore does not process product returns. For digital subscription services, refund eligibility is governed by Apple App Store and Google Play Store policies respectively. Refund requests must be directed to the applicable platform operator according to their published procedures.

Platform operators may grant refunds in certain circumstances, including technical defects, unauthorised charges, or dissatisfaction during trial periods. Users should follow the refund request process outlined in their app store account settings.

Australian Consumer Law Compliance. Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law ("ACL") contained in Schedule 2 to the Competition and Consumer Act 2010 (Cth), or any other applicable consumer protection legislation that cannot lawfully be excluded.

Under section 259 of the ACL, consumers are entitled to remedies including repair, refunds, and replacements if a consumer guarantee is breached. Where the ACL applies, you may be entitled to remedies for major failures relating to services not provided with due care and skill, or services not fit for disclosed purposes.

Consumer guarantees under the ACL include that digital content will be of acceptable quality, fit for any disclosed purpose, and match descriptions provided. To the extent permissible by law, RecallScope's liability for failure to comply with consumer guarantees is limited, at our election, to resupplying the services or paying the cost of having services resupplied.

Refund Request Process. Refund requests submitted directly to RecallScope (via support@recallscope.com) will be evaluated based on: (a) whether substantial failure of Service functionality occurred due to Application defects rather than external factors such as network connectivity or device compatibility; (b) timeliness of the request, ordinarily within fourteen (14) days of the disputed charge; (c) User's Account history and compliance with these Terms; and (d) absence of prohibited conduct or fraudulent activity.

RecallScope reserves discretion to decline refund requests that appear fraudulent, abusive, or inconsistent with good faith commercial practices. Approved refunds shall be processed through the original payment method within thirty (30) days of approval.

Exclusions. Refunds are not available for: (a) subscriptions canceled after trial expiration, except where platform policies or consumer laws mandate otherwise; (b) dissatisfaction with third-party Content over which RecallScope exercises no editorial control; (c) User error, including failure to cancel prior to auto-renewal; (d) alleged loss of data attributable to User's failure to use the Service; or (e) circumstances arising from User's breach of these Terms.

International Consumer Rights. Users in jurisdictions outside Australia may benefit from additional consumer protection rights, including those established by Directive 2011/83/EU (Consumer Rights Directive) for European Economic Area residents, Consumer Rights Act 2015 for UK residents, or equivalent statutes in Canada and the United States. Where applicable law provides more favorable refund terms, such statutory rights shall prevail. RecallScope commits to processing refund requests in compliance with mandatory consumer protection obligations applicable to User's location.

9. WARRANTIES, DISCLAIMERS, AND LIMITATION OF LIABILITY

Service Provided "As Is". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT

WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RECALLSCOPE EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION.

RecallScope does not warrant that the Service will meet your requirements, that operation will be timely or secure, that defects will be corrected, or that the Service or servers are free from viruses or harmful components.

Limitation of Liability. IN NO EVENT SHALL RECALLSCOPE, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY LAW, RECALLSCOPE'S TOTAL AGGREGATE LIABILITY ARISING FROM THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED AUSTRALIAN DOLLARS (AUD \$100).

These disclaimers and limitations reflect a reasonable allocation of risk and form an essential basis of the bargain. RecallScope would not provide the Service absent these limitations.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless RecallScope, its parent, subsidiaries, affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, costs, or fees (including reasonable attorneys' fees) arising from: (a) your use or misuse of the Service; (b) violation of these Terms; (c) infringement of third-party rights, including intellectual property, privacy, or publicity rights; (d) User Content you submit; or (e) allegations that materials you provided caused damage to third parties.

RecallScope reserves the right to assume exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate with RecallScope's defense.

11. TERMINATION AND SUSPENSION

RecallScope may, in its sole discretion, suspend or terminate your Account and access to the Service, with or without notice, for: (a) breach of these Terms; (b) conduct reasonably believed to violate applicable law or harm RecallScope, other Users, or third parties; (c) prolonged Account inactivity; or (d) requests by law enforcement or government authorities.

Upon termination, all licenses granted herein immediately cease and you must discontinue use of the Service. Termination does not relieve obligations incurred prior to termination, including payment obligations and indemnification duties. Provisions intended to survive termination (including Sections 4, 5, 6, 8, 9, 10, and 12) remain in full force.

12. GOVERNING LAW AND DISPUTE RESOLUTION

Governing Law. These Terms are governed by the laws of New South Wales, Australia, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Jurisdiction. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia, and courts competent to hear appeals therefrom, for resolution of disputes arising from these Terms or the Service. You waive objections to venue or inconvenient forum.

Informal Resolution. Prior to initiating formal proceedings, you agree to attempt good faith resolution by contacting support@recallscope.com with a detailed dispute description. RecallScope shall have thirty (30) days to respond and attempt resolution.

13. GENERAL PROVISIONS

Entire Agreement. These Terms, together with incorporated policies, constitute the entire agreement regarding the Service and supersede all prior communications, whether oral or written.

Severability. If any provision is held invalid or unenforceable, such provision shall be reformed to the minimum extent necessary or, if incapable of reformation, severed, with remaining provisions continuing in full force.

No Waiver. Failure to enforce any right or provision does not constitute waiver. Waiver must be in writing and signed by RecallScope.

Assignment. You may not assign these Terms without RecallScope's prior written consent. RecallScope may assign these Terms freely, including in connection with merger, acquisition, or asset sale.

Notices. Notices to RecallScope must be sent to support@recallscope.com. Notices to you may be delivered via email to the address associated with your Account or through in-application messages, and are deemed received within seventy-two (72) hours of transmission.

Force Majeure. RecallScope shall not be liable for delays or failures in performance resulting from causes beyond reasonable control, including acts of God, natural disasters, war, terrorism, governmental actions, or telecommunications failures.

Contact Information: For inquiries, support, or to exercise rights under these Terms, contact support@recallscope.com or support@recallscope.app.