

Terms of Use and End User Licence Agreement (Agreement)

The Motorcyclist Incident of Reporting Tool (**MotoSafe**) mobile application (**app**) has been developed by the University of the Sunshine Coast ABN 28 441 859 157 (**UniSC, we, our, us**) to collect motorcyclist incident data for the purpose of analysing and reporting on incidents and contributing factors to incidents (**the Project**).

The terms of this Agreement (**Terms**) are legally binding between you (**you, your**) and UniSC. Your use of the app is conditional upon you agreeing to the Terms. We may change the Terms at any time without notice. Any amendment will be effective five days after the amended Terms have been published by us. Your continued use of the app after any amendment comes into operation constitutes an agreement by you to comply with, and be bound by, the amended Terms. Accordingly, you should access and read the Terms from time to time.

Privacy statement

We will hold any personal information that we collect through the app in accordance with this privacy statement.

In order to use the app, you will be required to register, and this could involve providing personal information including your gender, age range, postcode, and email address. You will also be asked to provide some information regarding your motorcycling experience.

If you provide your email address, you agree to receive email communications from us in relation to the Project. You can opt out of these communications using the unsubscribe option in the emails.

In the event of an incident that you record using the app, you will be asked to provide additional information including the form of motorcycling activity, type and location of incident (GPS or map based), a description of the incident, contributory factors, outcome and any treatment required.

Any personal information collected through the app will be held, used and disclosed by us for the purposes of the Project.

To the extent we are deemed to collect personal information for the purpose of providing the app service, we are required to comply with the *Information Privacy Act 2009* (Qld), the Information Privacy Principles (schedule 3 of the *Information Privacy Act 2009 Qld*) and UniSC's Information Management Framework – Governing Policy. For more information on how we manage personal information, please visit <https://www.usc.edu.au/privacy>.

End User Licence Agreement

UniSC grants you a personal, non-transferable, revocable and non-exclusive licence to install and use the app on any device that you own or control.

We own all rights, title and interest (including all associated copyright and other intellectual property rights) in and to the app, except where licensed to us by third parties.

You have no ownership or other rights in or to the app, regardless of how used, other than the limited right to use the app as expressly permitted in this Agreement.

You must use the app in a responsible and reasonable manner. You must not use the app in a way that is against the law or harms us, our affiliates, students or suppliers.

We may at any time modify the app or terminate this Agreement by deactivating the software or operation of the app.

The app is provided on an "as is" basis and, to the fullest extent permitted by applicable law, we expressly disclaim all warranties, whether express, implied or statutory, including those relating to merchantability, ability to access, availability, interoperability, compatibility, performance, fitness for a particular purpose, non-infringement, title, reliability, accuracy, currency, completeness and quiet enjoyment.

You agree not to:

- a) use this app to defame, abuse, harass, stalk, threaten or otherwise offend any person
- b) publish, distribute, email, transmit, or disseminate any material that is unlawful, obscene, defamatory, indecent, offensive, or inappropriate
- c) use any automated scripting tools or software or otherwise attempt to reverse engineer the app
- d) engage in or promote any third-party surveys, contests, pyramid schemes, chain letters, unsolicited emailing, or spamming via the app
- e) impersonate another person or entity when using the app
- f) upload, post, email, transmit or otherwise make available using the app any material that you do not have a right to make available or that contains viruses, or other computer codes, files, or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware or the app or to utilise other computer systems for improper purposes or without authorisation
- g) breach any laws or regulations that apply to your use of this app in your jurisdiction.

Disclaimer and Limitation of Liability

You agree only to use the app when it is safe to do so and to pay attention to your surrounds while using the app. The app should not be used while motorcycling or on a road or in any other potentially unsafe situation or location.

To the extent permitted by law, you agree we will not be liable to you or anyone else for any special, incidental, indirect, punitive or consequential damage arising from or relating to your use or inability to use the App, including:

- a) loss of profits, revenues, time, money, opportunity, privacy or confidential or other information;
- b) the loss, corruption, removal or amendment of any data.

You may have consumer rights under your local laws that the Terms cannot change, but to the extent permitted by law, our total cumulative liability to you in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the greater of \$10 or any fees we received from you for use of the app.

You agree you are fully responsible for all costs associated with your accessing and use of the app including mobile or Internet charges.

Linked Websites or Services

This app may contain links to websites or services. Those links are provided for convenience only and may not remain current or be maintained. We have no control over or rights to any linked website or service that is not our own.

Unless expressly stated, the inclusion of a linked website or service should not be construed as endorsement, approval, recommendation or preference by us for any information, product or service referred to on the linked website or service.

Your use of any linked website or service is entirely at your own risk, and you will be bound by the terms and conditions posted on the linked website or service. We are not responsible for the privacy practices of any third-party service providers that you can access through this app.

General

This Agreement embodies the entire understanding and entire terms you and we agree to in relation to the app.

If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

This Agreement is governed by and must be construed according to the law of Queensland. By using the app you submit to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts.