

StepWrite

End User License Agreement Terms of Use

Autism CRC Ltd ABN 55 162 632 180 (**Autism CRC, we, our, or us**) is the owner and operator of StepWrite and its associated services and updates from time to time (together, the **App**).

This End User License Agreement and Terms of Use (**Terms**) governs the permitted use of the App by users of the app (**user or you**). Autism CRC may vary these Terms at any time, without notice, by displaying the amended Terms on the App.

By pressing the "I agree" or similar button while using the App, or otherwise accessing and using the App from time to time, you acknowledge that you have read and understood the Terms as they exist at that time, and you confirm your acceptance of the Terms.

If you do not agree to these Terms (as amended) at any time, you must immediately cease using and uninstall the App.

1. Use of the App

- 1.1 This App has been developed by Autism CRC for its Australian operations.
- 1.2 You are granted a personal, limited, non-exclusive, non-transferable license to install and use the App for its intended purpose (as we determine from time to time at our sole discretion) in accordance with these Terms.
- 1.3 If you are under 15 years old, you must only use the App with the consent of your parent or legal guardian. Autism CRC reserves the right to request proof of consent from your parent or legal guardian.
- 1.4 You must not use the App in a way that is unreasonable, unlawful or is likely to harm the integrity of the App (including as set out in our acceptable use or other policies from time to time) or cause damage harm to us or to any other person. Without limiting the generality of the foregoing, you must not (except to the extent any of the following restrictions are prohibited by applicable law):
 - (a) sell access to, or information from, the App;
 - (b) attempt to derive the source code of the App;
 - (c) attempt to modify or create derivative works of the App;
 - (d) redistribute or sublicense the App;
 - (e) interfere (or attempt to interfere) with the working of the App;
 - (f) reverse-engineer, disassemble or decompile the App;
 - (g) circumvent (or attempt to circumvent) any security or authentication measures of the App or any other system, network or server connected to the App; or
 - (h) use the App in a manner that is defamatory, malicious, offensive or harmful.
- 1.5 You acknowledge and agree that we may, in our sole discretion, immediately remove any content from the App which we deem may be defamatory, malicious, offensive, unlawful, harmful or otherwise unsuitable for the App.
- 1.6 If you sell your Apple device (onto which you have downloaded the App) to a third party, you must remove the App from the Apple device before doing so.
- 1.7 You acknowledge and agree that we may collect, store, use, disclose and otherwise handle your personal information in line with our [Privacy Collection Statement](#) and [Privacy Policy](#) (as updated and amended from time to time).
- 1.8 You acknowledge and agree that certain features of the App may be subject to your acceptance of additional terms and conditions (whether of ours or of a third party). You further acknowledge and agree that we are not responsible or liable for, and you release us from any such liability, in respect of your use of any third party applications, goods, or services, or any breach of any third party terms.

2. Registered Users

- 2.1 In order to use to the App, you must complete the user registration details on the App and accept these Terms (**Registered User**). Once you register you will be provided with an account for the App (**Account**).
- 2.2 As a Registered User, you must:
- (a) only use the App through the Account provided to you.
 - (b) not permit another person to use the App with your Account; and
 - (c) not use the App on another user's Account, even if you also have an Account.
- 2.3 As a Registered User, you acknowledge and agree that you are solely responsible and liable for:
- (a) ensuring the security of your Account including keeping all passwords and other security information confidential;
 - (b) all activity on the App that occurs through your Account, whether authorised by you or otherwise; and
 - (c) ensuring that all content you develop and upload to the App complies with these Terms and all applicable laws, and does not cause Autism CRC to breach or fail to comply with its obligations under any applicable law.
- 2.4 Without limiting the foregoing, you acknowledge and agree that, if you become aware of any unauthorized use of your Account, you must immediately change your password and any other security information.

3. Security of information

No data transmitted over the internet or mobile phone networks is secure, and we do not warrant, and cannot ensure, the privacy, security or integrity of your data, including through the normal functioning of the App. You transmit data using the App entirely at your own risk. You agree that we will not be liable for any damage or loss caused as a result of any failures in this regard.

4. Intellectual property

- 4.1 Other than as provided under clause 1.2 above, no license, right to, title to or other interest in intellectual property in the App is granted to you under these Terms. Nothing in these Terms or on the App should be construed as providing such rights.
- 4.2 Except as otherwise expressly provided in these Terms, you must not otherwise copy, adapt, reproduce, publish, distribute or otherwise deal with any of the intellectual property rights in this App in any form without prior written permission from Autism CRC (except as permitted under the *Copyright Act 1968 (Cth)* or any other applicable law in your jurisdiction).
- 4.3 You may view content or print a copy of material on this App for your own personal or non-commercial use, provided that you do not modify the content in any way and keep the material confidential.
- 4.4 As between you and us, you presently assign all right, title and interest in any content (including but not limited to all intellectual property rights in such content) that you develop and upload to the App (**Your Content**) effective from the date of creation of Your Content (including the right to take action for infringement prior to the date of assignment under this clause).
- 4.5 We grant you a non-exclusive, world-wide, royalty-free license (including the right to grant sub-licenses) to use, copy, modify, adapt, publish, transmit or broadcast, Your Content for any non-commercial purpose.
- 4.6 You represent that:
- (a) you have the ability to make the assignment in clause 4.4 above and that nothing further is required to complete that assignment; and
 - (b) use of Your Content by Autism CRC or any third party in connection with this App will not infringe any rights (including any intellectual property rights) of any person.
- 4.7 You agree that Autism CRC may:

- (a) use and alter the material in Your Content by adding to, selecting elements from, or rearranging elements of, the material, including without limitation combining elements of any of Your Content with any other material; and
- (b) use the material without having to acknowledge you as the author of Your Content, including using Your Content in material branded or marked as authored by Autism CRC or one of our partners, and you therefore waive (or where relevant in your jurisdiction, consent to the infringement of) your moral rights (as that term is defined under the *Copyright Act 1968* (Cth)) in Your Content to the fullest extent possible under the laws of any applicable jurisdiction.

4.8 If you choose to de-activate your Account or otherwise cease use of the App, you agree that we may retain a copy of, and continue to use, Your Content unless you notify us otherwise at the time of de-activation of your Account (in which case we will delete all your material from the App).

5. Third party content and links

This App may include links to third party websites and other online resources. Such links do not indicate a relationship between those third parties and Autism CRC, nor endorsement by Autism CRC of such third parties, their products, services or websites. Use of such links is entirely at your own risk and liability and are subject to the terms of those third party websites. Autism CRC reserves the right to suspend, remove, disable, alter or restrict access to the third party websites or online resources at any time without notice to you.

6. No warranties

6.1 The App and its content are provided on an 'as is' and 'as available' basis and to the fullest extent possible and subject to any liabilities and obligations which cannot be excluded by law, we do not warrant:

- (a) that the functions contained in the App will meet your requirements;
 - (b) the accuracy or completeness or reliability of the App or its content; or
 - (c) that your access to the App or any part of the App will be uninterrupted, without fault or error free, that defects will be corrected or that the software or the server that makes it available are free of viruses, bugs or malicious code or other forms of interference which may damage your device,
- and it is your responsibility to make your own independent enquiries and satisfy yourself of such matters before and at all times while using the App.

7. Liability

7.1 We will have no liability in respect of:

- (a) any loss or damage that you incur arising from your use of the App (including damage to your software or hardware, corruption of data or loss of data); or
- (b) any action or inaction taken or thing done or omitted to be done in reliance on the App or any information contained on the App.

8. We do not accept any responsibility to you for:

- (a) any losses or delays in transmission or receipt of messages or information arising out of the use or malfunction of services, facilities, software, hardware or products which cannot reasonably be considered to be under our control;
- (b) any unauthorised use or interception of any message or information; or
- (c) any direct or indirect loss suffered by you as a result of a reduced level of service caused by a third party.

8.2 To the maximum extent permitted by law:

- (a) all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law including but not limited to warranties of accuracy, completeness, non-infringement, or usefulness of the App, are excluded from these Terms;
- (b) in no event will we be liable (even if Autism CRC has been advised of the possibility of such liability) in contract, tort (including negligence), under statute or otherwise for:
 - (i) personal injury; or
 - (ii) any incidental, special, consequential or indirect damages, including loss or corruption of data or information, loss of profits, loss of revenue, business interruption arising out of or related to your use or inability to use the App; and
- (c) our liability for all damages (to the maximum extent permitted at law) is limited to AUD \$50.

8.3 If a supply under these Terms is a supply of services to a consumer within the meaning of the *Australian Consumer Law* as set out in the *Competition and Consumer Act 2010 (Cth) (ACL)* nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the ACL, provided that, to the extent that the ACL permits us to limit our liability, then our liability will be limited to the:

- (a) resupply of the services; or
- (b) payment of the cost of resupplying the services.

9. Your indemnity

You indemnify Autism CRC and its related entities and each of their directors, officers, employees and agents against any actions, claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements and costs in investigation, litigation, settlement, judgment, interest, fines and penalties) which any of them incur directly or indirectly arising from your use of the App or any breach of these Terms by you.

10. Breach and other rights

10.1 If you breach, or we suspect that you have breached, any of these Terms, we may, in addition to any other rights we have at law or otherwise, suspend (in whole or part) or terminate your use and access to the App without further notice.

10.2 We may:

- (a) suspend or terminate your use of the App or your Account or access to the App or your Account; or
- (b) cease making the App available; or
- (c) make changes or alterations to the App or your Account and their functionality

at any time and we are not obliged to give any period of notice or reasons for doing so.

11. Dispute Resolution

11.1 If you believe you have a reason to raise a dispute with us under these Terms for any reason, you must first provide us with written notice of the dispute including particulars of the dispute and your current contact details for us to communicate with you regarding the dispute. Our authorised representatives will discuss the dispute in good faith and attempt to resolve the dispute.

11.2 If our authorised representatives are unsuccessful in resolving the dispute, either of us may refer the dispute for mediation. The mediation will be held in Brisbane, Australia and the dispute will be mediated by an agreed mediator, or if no mediator is agreed, by a mediator nominated by the President of the Queensland Law Society or the President's nominee. Each of us must bear our own costs of the mediation and bear equally the mediator's costs, and are entitled to legal representation at the mediation.

11.3 You acknowledge and agree that you may not commence Court proceedings (except for urgent interlocutory relief) against us without first complying with this clause.

12. General

12.1 You may not assign or transfer any rights or obligations under these Terms to any third party. We may assign or transfer any rights or obligations under these Terms to any third party in our absolute discretion.

12.2 You warrant that all communications and information provided by you using this App are not fraudulent or defamatory, and will not otherwise infringe any law or any third party rights. You further warrant that Autism CRC's use of that information in accordance with these Terms will not infringe the rights of any third party.

12.3 If any part of these Terms is held to be unenforceable, void or illegal, that part may be severed and the remainder of these Terms will continue in full force.

12.4 Any waiver of our rights under these Terms is not effective unless in writing signed by us. Any failure or delay by us in exercising a right under these Terms does not constitute a waiver of our rights. Any waiver by us will only waive our specified rights in those specified circumstances and will not waive any of our other rights, or the same rights in other circumstances.

12.5 These Terms constitute the whole of the agreement between us and you and sets out all of the parties' rights and obligations in relation to the App, and replaces all earlier representations, statements, agreements and understandings except to the extent the Terms apply.

12.6 These Terms are governed by the laws in force in Queensland, Australia. You agree to the jurisdiction of the courts of Queensland and the Commonwealth of Australia.

12. Notices

Notices regarding the App should be directed as follows.

Attention: Digital Product Manager
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