

# StepWrite End User Licence

THIS IS AN AGREEMENT between Autism CRC Ltd ABN 55 162 632 180 (Autism CRC, we, our and us) and the person who clicks on the 'I Accept' button (together with any person on whose behalf you are acting) (you or Licensee).

Before you click on the 'I Accept' button, carefully read this agreement. When you click on the 'I Accept' button the Licensee expressly agrees to be bound by all of the terms and conditions of this Agreement.

## 1. Licence

- a. Autism CRC grants a non-exclusive, non-transferable, non-sub-licensable licence to the Licensee (Licence) for the Term to:
  - i. Use the StepWrite app in accordance with the [Terms of Use](#); and
  - ii. By installing, accessing, downloading or otherwise using StepWrite you will be deemed to be bound by the terms and conditions of this Agreement. If you do not agree to the terms and conditions of this Agreement, you must not install, access, download or otherwise use the StepWrite Program.
- b. This Licence applies to updates, new releases, supplements, fixes, add-on components or other enhancements or improvements of StepWrite that Autism CRC may, at its absolute discretion, make available to the Licensee from time to time.

## 2. Intellectual Property Rights

- a. The rights granted to the Licensee to the StepWrite are a licence in the terms described in clause 1 only. Nothing contained in this Agreement or otherwise grants to the Licensee any rights of ownership in all or any part of the StepWrite. Autism CRC reserves all rights in StepWrite not expressly granted to the Licensee in this Agreement
- b. All Intellectual Property Rights in the StepWrite are owned either by Autism CRC or relevant third parties. StepWrite is protected by Intellectual Property Rights, laws and treaties.
- c. The Licensee acknowledges that the StepWrite is protected by Intellectual Property Rights. The Licensee must not at any time (either during the Term or after termination or expiry of this Licence) do any act or permit the doing of any act which:
  - i. is likely to infringe or does in fact infringe the Intellectual Property Rights in the StepWrite; or
  - ii. is likely to breach or does in fact breach the terms of this Agreement and in particular the Licence granted in clause 1 or the rights and restrictions in clause 6.

## 3. Acknowledgements

- a. You acknowledge that:
  - i. StepWrite is provided on an as is basis;
  - ii. StepWrite may not be available at all times;
  - iii. there is no guarantee or representation that StepWrite and any data, files or other information used via those sources do not contain:
    - (1) viruses, worms or other software agents; or

- (2) files or programs that are designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.
- iv. StepWrite and access to StepWrite may be suspended at any time (without notice or reasons being provided);
- v. StepWrite may not operate in accordance with the specifications or resources published by AUTISM CRC;
- vi. You are responsible for the security of the StepWrite account and you must not provide your account login details or credentials to any other person or entity;
- vii. AUTISM CRC may elect not to provide support services in relation to the StepWrite; and
- viii. to access StepWrite you must be at least 18 years of age, or you must have the consent of your parent or legal guardian.

#### **4. Rights and Restrictions**

- a. The Licensee must:
  - i. ensure the use of the StepWrite is strictly in accordance with the terms and conditions of this Agreement;
  - ii. comply with all applicable laws in accessing and using the StepWrite; and
  - iii. comply with any additional restrictions in relation to the access or use of the StepWrite notified by AUTISM CRC from time to time.
- b. Unless the Licensee has AUTISM CRC's prior written consent or as permitted under this Agreement, the Licensee may not and must ensure that any other person does not:
  - i. market, distribute, reproduce, adapt, translate, rent, lease, loan, sell, modify or transfer any copy of StepWrite to others; or
  - ii. create any derivative work based upon the StepWrite or any part of StepWrite.
- c. StepWrite contains trade secrets and the Licensee must not decompile, reverse engineer, disassemble or otherwise reduce the StepWrite. The Licensee must not divulge, directly or indirectly, any such trade secrets to any person.

#### **5. Embedded Software**

- a. The Licensee acknowledges that StepWrite may contain Embedded Software and, in addition to the obligations of this Licence, additional obligations may apply to any use of the Embedded Software.
- b. If at any time AUTISM CRC reasonably suspects the StepWrite has been distributed to or obtained by any person without AUTISM CRC's written consent or that Embedded Software is being varied, accessed or used independently of the StepWrite, or that the Licensee is otherwise in breach of a term of this Licence, AUTISM CRC may suspend the Licence.

#### **6. Inspection**

- a. The Licensee must permit a representative of AUTISM CRC (from time to time during ordinary business hours) to inspect and verify the Licensee's compliance with the obligations under this Licence.

- b. The Licensee must give all assistance necessary to such representative to carry out such inspection and verification and permit such representative to take copies of any records or other relevant information.

## **7. Privacy**

- a. You agree to AUTISM CRC using your Personal Information collected by AUTISM CRC in the course of you:
  - i. registering and using a Licensee account; and/or
  - ii. purchasing and using the StepWrite;in accordance with the Privacy Collection Statement.
- b. If you provide Personal Information on behalf of a third party, you warrant that you have:
  - i. that person's consent, or if that person is under 18 years of age the signed written consent of their parent or legal guardian, to provide us with that information and for us to handle that information in accordance with the Privacy Collection Statement; and
  - ii. otherwise complied with any other requirements at law in relation to your collection of that information and the provision of that information to AUTISM CRC (including the requirements under the Privacy Act and Australian Privacy Principles).

## **8. Termination and Renewal**

- a. This Licence is effective for the Term or until terminated in accordance with this clause 9.
- b. Subject to earlier termination, this Agreement is renewable on the expiry of the Term. AUTISM CRC will provide you with notifications of upcoming renewals together with applicable Fees. You will be required to enter a new licence (current at that time) as part of the renewal process.
- c. AUTISM CRC may terminate this Licence immediately if:
  - i. the Licensee fails to pay the Fees; or
  - ii. the Licensee is in breach of any term or condition of this Agreement and such breach is not remedied within fourteen (14) days of written notice from AUTISM CRC.
- d. Despite any terms of this Agreement, AUTISM CRC reserves the right to suspend online access to StepWrite or terminate this Agreement in the following circumstances:
  - i. to prevent an actual or suspected security attack on StepWrite; or
  - ii. to protect the Intellectual Property Rights in StepWrite.
- e. Upon termination of this Licence for whatever reason AUTISM CRC may:
  - i. require the Licensee to remove all copies of StepWrite from the Licensee's hardware and system and any other system to which the Licensee has provided access to StepWrite under the Licence, and delete or destroy all copies of StepWrite and all Accessible Code (if any) in its possession, custody or control;
  - ii. be regarded as discharged from any further obligations under this Agreement; and
  - iii. pursue any additional or alternative remedies provided by law.
- f. Decommissioning of StepWrite by the Licensee will terminate this Agreement between AUTISM CRC and Licensee.

- g. Upon termination of this Licence for any reason:
  - i. the Licensee shall have no right to a refund of the whole or any part of the Fees or other amounts paid for this Licence and StepWrite; and
  - ii. the Licensee will continue to be bound by the provisions of clauses 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13 and 14 of this Agreement.
- h. Termination is without prejudice to any rights AUTISM CRC may have as a result of breach of this Agreement by the Licensee.

#### **9. Assignment or other Transfer**

- a. The Licensee can only assign or transfer this Licence if:
  - i. AUTISM CRC first consents in writing - AUTISM CRC may impose any terms or conditions on the assignment or transfer as it considers reasonably necessary; and
  - ii. the new licensee enters into an agreement with AUTISM CRC agreeing to be bound by the terms and conditions of this Licence.
- b. Any purported assignment or transfer of the StepWrite by the Licensee other than in accordance with the requirements of this clause 8 will be void and will entitle AUTISM CRC to terminate this Agreement in accordance with clause 9.

#### **10. Disclaimer and Limitation of Remedies**

- a. Where legislation implies into these terms and conditions any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, that condition or warranty will be deemed to be included in these terms and conditions. However, our liability for any breach of such condition or warranty will be limited in the same way as our liability in connection with a breach of the consumer guarantees under the Competition and Consumer Act 2010 (Cth).
- b. If any applicable legislation prohibits the exclusion of liability by AUTISM CRC in the manner contemplated by this clause 9 with respect to loss or damage then:
  - i. the exclusion does not apply to that loss or damage; and
  - ii. AUTISM CRC's liability is only limited or excluded with respect to that loss or damage in the manner permitted under that legislation (if any).
- c. Subject to clauses 9.1 and 9.2, AUTISM CRC expressly disclaims any and all warranties, guarantees, conditions, representations concerning StepWrite, including in relation to:
  - i. availability of StepWrite;
  - ii. suitability of StepWrite; or
  - iii. the integrity, maintenance, security, value and quality of the data, files or other information accessed or used via StepWrite.
- d. Subject to clauses 9.1 and 9.2, under no circumstances will AUTISM CRC be liable for any incidental, special, indirect, direct or consequential damages or loss of profits, interruption of business, loss of business opportunity or goodwill, any claims for indirect, special or punitive damages, third party claims or any indirect or consequential losses or related

expenses which may arise from installation or use of StepWrite, including but not limited to those resulting from:

- i. StepWrite not being accessible including due to incompatibility of software or systems;
  - ii. access to StepWrite not being continuous, uninterrupted or fault free;
  - iii. corruption of the data, files or information in connection or as a result of the use of StepWrite;
  - iv. viruses, worms or other software agents or files or programs that are designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment obtained due to access or use of StepWrite;
  - v. the data, files or information stored on StepWrite breaching any laws or regulatory requirements;
  - vi. the data, files or information stored on StepWrite infringing any third party rights (including Intellectual Property Rights); or
  - vii. any other defect in StepWrite; whether or not AUTISM CRC has any notice of the possibility of such damage or loss.
- e. If AUTISM CRC breaches any provision of this Agreement, to the extent permitted at law, AUTISM CRC's sole and exclusive maximum liability, whether based in contract, tort, or otherwise, will not in any event exceed, in AUTISM CRC's absolute discretion, either:
- i. the total Fee paid for StepWrite; or
  - ii. the cost of having StepWrite replaced or modified.
- f. The Licensee acknowledges and agrees that if the Licensee breaches this Agreement and AUTISM CRC or a third party owner of Embedded Software suffers any loss, damage, cost or expense directly or indirectly as a result of the breach, AUTISM CRC or the third party owner of the Embedded Software may bring an action directly against the Licensee.

## **11. Indemnity**

- e. The Licensee will indemnify AUTISM CRC and hold AUTISM CRC harmless against all costs, damages, expenses, losses incurred by and claims made against AUTISM CRC as a result of:
- i. breach of this Agreement;
  - ii. the handling of Personal Information about you or a player that you register under this Agreement, by AUTISM CRC in accordance with this Agreement and the Privacy Collection Statement; and/or
  - iii. any infringement of the Intellectual Property Rights in StepWrite where StepWrite is used other than in accordance with this Agreement.

## **12. Definitions**

- e. Accessible Code means source code that is unprotected and accessible in the Software and includes, without limitation, scripts.
- f. Activation Date means the date the Licensee first activates StepWrite.
- g. Embedded Software means any third party software which may contain Accessible Code or Protected Code licensed by AUTISM CRC from a third party and embedded in StepWrite.

- h. Fees means fees and expenses payable by the Licensee to AUTISM CRC to acquire or use StepWrite or acquire the Product Keys for the Term.
- i. GST has the meaning given to the term in the A New Tax System (Goods and Services Tax) Act 1999 or similar legislation.
- j. Intellectual Property Rights means the rights comprised in any patent, copyright, moral rights, design or trade mark whether at common law or by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets, goodwill or confidential information.
- k. Licence means the licence to StepWrite described in clause 1 of this Agreement.
- l. Licensee means you as an individual or, if you are acting on behalf of another entity or person, that entity or person.
- m. Personal Information has the meaning given by the Privacy Act.
- n. Privacy Act means the Privacy Act 1988 (Cth) and includes the Australian Privacy Principles.
- o. Protected Code means any source code which AUTISM CRC or a third party has taken steps to protect from access.
- p. Related Body Corporate has the meaning given to it by section 50 of the Corporations Act 2001 (Cth).
- q. StepWrite means the software the subject of the Licence, including computer software, Accessible Code (if any), Protected Code (if any) and Embedded Software (if any).
- r. Taxable Supply has the meaning given to the term in the A New Tax System (Goods and Services Tax) Act 1999 or similar legislation.
- s. Term means:
  - i. in relation to StepWrite, the term of 12 months from the Activation Date or 12 months from the date upon which the Licence is renewed pursuant to clause 10(b), whichever is applicable;
  - ii. User Licence Terms means the terms and conditions accepted by the Users governing their use of StepWrite.
- t. Users means persons to whom the Licensee provides the use of StepWrite in accordance with this Agreement.

### **13. Interpretation**

- a. You must do all things necessary or desirable to give effect to the provisions of this Agreement including by signing all documents and performing all acts.
- b. This Agreement contains the entire agreement between you and AUTISM CRC and supersedes all prior representations, conduct and agreements with respect to its subject matter.
- c. You are responsible for your own costs of agreeing to and complying with this Agreement.
- d. To the extent that any portion of this Agreement is void or otherwise unenforceable then that portion will be severed and these terms and conditions will be construed as if the severable portion had never existed.

- e. This Agreement does not create a relationship of employment, trust, agency or partnership between you and AUTISM CRC.
- f. You acknowledge that we may amend this Agreement in our discretion by making new terms and conditions available and those amended terms and conditions apply from the date they are made available and continued use of StepWrite constitutes acceptance of the amended Agreement.
- g. Unless otherwise expressly contemplated, where a provision of this Agreement contemplates that we may exercise our discretion then we are entitled to exercise that discretion absolutely, with or without conditions and without being required to give reasons.
- h. The laws of Queensland, Australia apply to these terms and conditions and you irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.
- i. A right under this Agreement may only be waived in writing signed by us and is effective only to the extent specifically set out in the waiver.
- j. In this Agreement, unless the context otherwise requires:
  - i. a reference to:
    - (1) any contract (including this Agreement) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
    - (2) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
    - (3) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - ii. the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
  - iii. if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - iv. the time between two days, acts or events includes the day of occurrence or performance of the second but not the first act or event; and
  - v. a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the document or the inclusion of the provision in the document.