

## WEBSITE TERMS OF USE

Welcome to the website owned and operated by Safety Tracker Pty Ltd t/a Digi Clip ABN 65 169 314 363 ("Digi Clip", "DIGI CLIP", "DIGI CLIP mobile forms", "we", or "us"). Our website is available at [www.digiclip.io](http://www.digiclip.io) and [www.safetytracker.net.au](http://www.safetytracker.net.au) (collectively referred to as the "Site").

These Website Terms of Use ("Terms") govern your use of our Site and are supplemental to our Software Service Agreement. By using the Site, you agree to these Terms.

### 1. Definitions

- **"Site"** refers to our website available at [www.digiclip.io](http://www.digiclip.io) and [www.safetytracker.net.au](http://www.safetytracker.net.au).
- **"Content"** refers to all information, text, graphics, and other material on the Site.
- **"Third Party Information"** refers to content and information provided by third parties.

### 2. Information

The information provided on this Site is for general informational purposes only and does not constitute professional advice. We do not guarantee the accuracy, completeness, or usefulness of the information and recommend seeking professional advice as needed.

### 3. Amendments

We may update these Terms and any information on the Site at our sole discretion. Continued use of the Site after any amendments constitutes acceptance of the new Terms. It is your responsibility to review these Terms regularly.

### 4. Warranties

By using the Site, you warrant that you have the legal capacity to enter into these Terms and have read and understood them.

### 5. License to Use the Site

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable license to access and use the Site for personal, non-commercial purposes only. Commercial use requires our prior written consent.

### 6. Prohibited Conduct

You agree not to:

- Use the Site for illegal or unauthorised purposes.

- Post or transmit material that infringes on intellectual property rights, violates laws, or is offensive.
- Interfere with other users or disrupt the Site.
- Send unsolicited communications or introduce harmful elements like viruses or piracy or programming routines that may damage or interfere with the Site.
- Facilitate or assist another person to do any of the above acts.

## **7. Intellectual Property**

All content and intellectual property on the Site are owned by or licensed to us. Your use of the Site does not grant any ownership rights to the intellectual property. You must not alter, reproduce, or use our intellectual property for commercial purposes without permission.

## **8. Republishing**

You may republish content from the Site if you:

- Do not alter the content.
- Attribute the content to our Site and include a link to it.
- Do not use the content in a way that damages our reputation.

## **9. Privacy**

Our Privacy Policy, available on the Site, governs the handling of your personal information. By using the Site, you consent to the practices described in our Privacy Policy.

## **10. User Content**

If you submit content to the Site, you:

- Warrant that you have the necessary rights to do so.
- Grant us a perpetual, non-exclusive, royalty-free, worldwide license to use, modify, and distribute the content.
- Agree to waive any moral rights in the content.

## **11. Third-Party Information and Links**

The Site may include links to third-party websites and information. We do not endorse or control these third parties and are not responsible for their content. You should conduct your own assessments regarding their suitability.

## **12. Reservation of Rights**

We reserve the right to amend or delete any content you post, Third Party Information, and/or Third Party Sites at our discretion. We may also block users who violate these Terms or for any other reason deemed appropriate. This right is exercised to ensure compliance with these Terms and to maintain the integrity of the Site.

### **13. Delays and Outages**

We do not guarantee that the Site will always be available. We may discontinue the Site or its features without notice. We are not liable for any disruptions or issues that arise from such discontinuances.

### **14. Limitation of Liability**

To the fullest extent permitted by law, we exclude all liability for any direct, indirect, incidental, special, or consequential damages arising from your use or inability to use the Site. This includes any loss of data or profits. Our liability is limited to the maximum extent permitted by applicable law.

### **15. Disclaimer**

The Site is provided "as is" without warranties of any kind. We do not warrant that the Site will be free of errors or viruses or that it will be available at all times. Use of the Site is at your own risk.

### **16. Indemnity**

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your use of the Site, your violation of these Terms, or any unlawful act on your part.

### **17. Breach**

We reserve the right to remove any content and block users for violating these Terms. Failure to enforce any provision does not waive our right to enforce it in the future.

### **18. Exclusion of Competitors**

You are prohibited from using the Site in a manner that competes with our business. We may take action against any such competition and hold you accountable for any related losses or profits.

### **19. Enforceability**

If any provision of these Terms is found to be invalid or unenforceable, it will be severed from the Terms without affecting the remaining provisions.

### **20. Termination**

We may terminate these Terms and your access to the Site at any time. Termination will not affect any rights or obligations accrued before the termination.

### **21. Disputes**

Any disputes arising from these Terms will be resolved through mediation and negotiation before pursuing formal dispute resolution. The mediation process will be initiated by notifying us in writing of any disputes.

## **22. Jurisdiction**

These Terms are governed by the laws of South Australia. Any disputes will be subject to the jurisdiction of South Australian courts.

## **23. General**

If any part of these Terms is deemed invalid, it will be adjusted to reflect the parties' intent while the rest remains in effect. The failure to enforce any provision does not waive our right to enforce it later.

For questions and notices, please contact us at [enquiries@digiclip.io](mailto:enquiries@digiclip.io)

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