

# SAFE STUDENT APP: TERMS OF USE

Last modified: 15 November 2017

1. This document contains the terms of use (the "Terms of Use") on which you may use our "Safe Student" application for mobile devices (the "App"). Please read these Terms of Use carefully before you download, install or use the App. By downloading, installing or using the App, you indicate that you accept these Terms of Use and that you agree to be bound by them. Your download, installation or use of the App constitutes your acceptance of these Terms of Use which takes effect on the date on which you download, install or use the App. If you do not agree with these Terms of Use, you should cease downloading, installing or using the App immediately.

2. The App is operated by ISA (Victoria) Pty Ltd (ACN 087 438 819) trading as ISA Guardian & Welfare Services as trustee for McKinney Family Trust of Suite 1, Level 1 – 108 Bourke Street, Melbourne Victoria 3000, Australia, a company incorporated under the laws of Australia (and we refer to ourselves as "ISA", "we", "us" or "our"). We own and operate the App on our own behalf.

3. We reserve the right to change these Terms of Use at any time without notice to you by posting changes on the [www.safestudentapp.com](http://www.safestudentapp.com) website (the "Website") or by updating the App to incorporate the new terms of use. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of the App after changes are posted constitutes your acceptance of the amended Terms of Use.

4. To download, install, access or use the App, you must be 18 years of age or over and must own a fully functional mobile device with correctly functioning GPS facility. If you are under 18 and you wish to use download, install, access or use the App, you must get consent from your parent or guardian before doing so.

5. We operate the software underlying and required for your use of the App from Australia and it is possible that some downloads from the App could be subject to government export controls or other restrictions. If you download anything from or use the App, you represent that you are not subject to such controls or restrictions. We make no representation that anything is appropriate, permissible or available for use outside Australia, and using the App from territories in which such use or the information available from such use is illegal, restricted or not permitted, is expressly prohibited. If you choose to access or use the App from or in locations outside of Australia, you do so on your own initiative and are responsible for ensuring that what you are doing in that country is legal and in compliance with all applicable laws and regulations.

6. Use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require Internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone or other costs you may incur.

7. You shall not in any way use the App or submit to us or to the App or to any user of the App anything which in any respect:

- (a) is in breach of any law, statute, regulation or bylaw of any applicable jurisdiction;
- (b) is fraudulent, criminal or unlawful, is inaccurate or out-of-date;
- (c) may be obscene, indecent, pornographic, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing or defamatory;
- (d) impersonates any other person or body or misrepresents a relationship with any person or body;
- (e) may infringe or breach the copyright or any intellectual property rights (including without limitation copyright, trademark rights and broadcasting rights) or privacy or other rights of us or any third party;
- (f) may be contrary to our interests;
- (g) is contrary to any specific rule or requirement that we stipulate on the App in relation to a particular part of the App or the App generally; or
- (h) involves your use, delivery or transmission of any viruses, unsolicited emails, trojan horses, trap doors, back doors, easter eggs, worms, time bombs, cancelbots or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

8. You agree not to reproduce, duplicate, copy or re-sell the App or any part of the App save as may be permitted by these Terms of Use. You agree not to access without authority, interfere with, damage or disrupt any part of the App, any equipment or network on which the App is stored, any software used in the provision of the App or any equipment or network or software owned or used by any third party.

9. You hereby grant to us an irrevocable, royalty-free, worldwide, assignable, sub-licensable licence to use any material which you submit to us or the App for the purpose of use on the App or for generally marketing our services. You agree that you waive your moral rights to be identified as the author and we may modify your submission.

10. You agree to comply at all times with any instructions for use of the App which we make from time to time.

11. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

12. We make no warranty that your access to the App will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

13. Access to the App may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the App for any reason. If we impose restrictions on you personally, you must not attempt to use the App under any other name or user or on any other mobile device.

14. We do not warrant that the App will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your download, installation, access to or use of the App or your obtaining any material from, or as a result of using, the App. We shall also not be liable for the actions of third parties.

15. We may change or update the App and anything described in it without notice to you. If the need arises, we may suspend access to the App, or close it indefinitely.

16. We make no representation or warranty, express or implied, that information and materials on the App are correct. No warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions.

17. You acknowledge and agree that you may be charged by your service provider for downloading and/or accessing the App on your mobile phone, tablet or other handheld device. These may include data roaming charges if you do this outside your home territory. All these charges are solely your responsibility. You agree that we are entitled to charge you a subscription fee for using the App which will be notified to you prior to you downloading and installing the App on your device.

18. The App is independent of any platform on which it is located. The App is not associated, affiliated, sponsored, endorsed or in any way linked to any platform operator, including, without limitation, Apple, Google, Android or RIM Blackberry (each being an "Operator"). You acknowledge and agree that your download, installation, access to or use of the App is also bound by the terms and conditions of the Operator.

19. You and we acknowledge that these Terms of Use are concluded between you and us only and we, not those Operators, are solely responsible for the App and the content thereof to the extent specified in these Terms of Use.

20. The licence granted to you for the App is limited to a non-transferable licence to use the App on a mobile device that you own or control and as permitted by these Terms of Use.

21. We are solely responsible for providing any maintenance and support services with respect to the App as required under applicable law. You and we acknowledge that an Operator has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

22. You must comply with any applicable third party terms of agreement when using the App (e.g. you must ensure that your use of the App is not in violation of your mobile device agreement or any wireless data service agreement).

23. We are the sole and exclusive owner or the licensee of all intellectual property rights in the App, and in the material published on it. Those works are protected by copyright and trademark laws and treaties around the world. All such intellectual property rights are reserved.
24. You may print off one copy, and may download extracts, of any page(s) from the App for your personal reference. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
25. You must not use any part of the materials on the App for commercial purposes without obtaining a licence to do so from us. If you print off, copy or download any part of the App in breach of these Terms of Use, your right to use the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
26. We process information about you in accordance with our Privacy Policy, which is available on our Website. By using the App, you consent to such processing and you warrant that all data provided by you is accurate.
27. We have no control over and accept no responsibility for the content of any website or mobile application to which a link from the App exists (unless we are the provider of those linked websites or mobile applications). Such linked websites and mobile applications are provided "as is" for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party website or mobile application to which the App provides a link. The terms and conditions, terms of use and privacy policies of those third party websites and mobile applications will apply to your use of those websites and mobile applications and any orders you make for goods and services via such websites and mobile applications. If you have any queries, concerns or complaints about such third party websites or mobile applications (including, but not limited to, queries, concerns or complaints relating to products, orders for products, faulty products and refunds) you must direct them to the operator of that third party website or mobile application.
28. You must not without our permission use or copy any material from the App, including, but not limited to, onto other websites or in other mobile applications or frame any of the App onto your own or another person's website or mobile application.
29. You acknowledge and agree that you have made due inquiries and rely on your own skill and judgment when deciding whether the App is fit for purpose. It is your responsibility to satisfy yourself that the App is of a description, quality and character suitable for the purpose for which it is acquired by you and, to the extent permitted by law, we shall not be liable in any way for any loss or damage (including direct, indirect or consequential) arising from your failure to so satisfy yourself.
30. To the extent permitted by law, we exclude all statutory or implied conditions and warranties and any other liability we may have to you (including liability for indirect or consequential loss) that may arise under statute or at law including without limitation for breach of contract, in tort (including negligence) or under any other cause of action.
31. To the extent permitted by law, we limit our liability which cannot be legally excluded under all statutory or implied conditions and warranties and any other liability we may have to you (including liability for indirect or consequential loss) that may arise under statute or at law including without limitation for breach of contract, in tort (including negligence) or under any other cause of action, to whichever of the following we determine at our discretion:
- (a) supplying equivalent goods or services again; or
  - (b) paying of the cost of acquiring equivalent goods or services again.
32. You indemnify us against all reasonable costs (including legal costs), expenses, damages, accounts or other losses or liability, including those arising from any actions, suits, proceedings, claims or demands, made against or suffered by us, arising out of us supplying the App to you in accordance with these Terms of Use or arising out of you breaching any of your obligations (which includes any negligent act or omission by you or your agents) under these Terms of Use.
33. A waiver by us of a default by you under these Terms of Use will not constitute a waiver of another or continued default of the same nature or any other provision of these Terms of Use.
34. In the event that any or part of these Terms of Use is held to be unenforceable, the unenforceable part shall be severed and the remainder of these Terms of Use shall remain in full force and effect.

35. These Terms of Use embody the entire agreement and understanding between the parties concerning its subject matter, and succeeds and cancels all other agreements, understandings and representations concerning the subject matter of these Terms of Use.

36. These Terms of Use are to be governed by and construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the state and federal courts located in Victoria.

