WOMBAT Lite Version - Terms of Service Please Read These Terms Carefully

These WOMBAT Lite Version Terms of Service are a binding agreement between **you** and Macquarie University ABN 90 952 801 237 of Balaclava Rd, North Ryde, NSW Australia 2109 (**us** or **we**) for the use of the App.

- 1. In these Lite Version Terms of Service:
 - (a) App means this iOS application; and
 - (b) Tool means the software program known as WOMBAT (owned by us), comprising both a web application and an iOS application.
- 2. These Lite Version Terms of Service apply while you use the App, and will continue until you cease using the App, we cancel your use of the App or you register to use the Tool, whichever is earlier.
- 3. You acknowledge and agree that we own all intellectual property rights in the App, and you agree not to do anything which may infringe our intellectual property rights.
- 4. You agree not to remove any copyright or proprietary notices, use the App in a way that could damage our reputation or goodwill, use the App for re-sale purposes, not to make error corrections, vary, alter or modify, the whole or any part of the App, de-compile, disassemble or reverse engineer the App.
- 5. You acknowledge that you will not be able to save or export any data you have collected using the Lite Version of the App.
- 6. To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied). To the full extent permitted by law, no warranty is made that this App will be available on an uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free from viruses or other harmful code.
- 7. We may deny or cancel your use of the App at any time and for any reason.
- 8. You may cease using the App at any time. It is your responsibility to delete the App from your device.
- 9. Your privacy is important to us. We will only use your personal information as set out in our <u>Privacy Policy</u>. You agree that we may communicate with you by e-mail to provide information about the Tool and/or seek feedback on the App.
- 10. You may contact us on wombat@mq.edu.au if you have any queries.
- 11. These terms are governed by the laws of New South Wales, Australia and any dispute relating to it must only be referred to the courts of New South Wales and the Federal Courts of Australia.