

Licence and Collaboration Agreement

This licence and collaboration agreement (**Agreement**) is a legally binding agreement between you and University of the Sunshine Coast ABN 28 441 859 157 (**we, our**) covering your downloading and use of the application known as UPLOADS (the **App**).

If you are using the App on behalf of a company, association, partnership, government agency or other organisation (**Your Organisation**), references to "you" In the Agreement will include Your Organisation and you warrant that:

- (a) you are authorised by Your Organisation to use the App;
- (b) you have full legal authority to bind Your Organisation to the Agreement.

The App was developed as the result of the Understanding and Preventing Led Outdoor Accidents Data System (**UPLOADS**) Project (**the Project**).

Schedule 1 (**the Schedule**) is incorporated into and forms part of this Agreement.

Your use of the App is conditional on your acceptance of the terms of this Agreement. By selecting "I AGREE", you confirm that you have read and understood the Agreement and agree to comply with this Agreement.

Collaboration

1. You acknowledge and agree that:
 - (a) the Project involves research;
 - (b) the nature of the research means that the Project may not result in any outcome, product or commercial intellectual property;
 - (c) we are not obliged to create any outcome, product or commercial intellectual property as a result of the Project.
2. If you are electing to participate as a collaborative participant (**Collaborative Participant**):
 - 2.1 you must:
 - (a) provide in-kind contributions (**Contributions**) to the Project as specified in the Schedule at the times and in the manner specified in the Schedule;
 - (b) actively participate in the Project by meeting your responsibilities outlined in the Schedule;
 - (c) take all reasonably necessary steps to ensure the accuracy of your Contributions to the Project (**together, Collaborative Participant Obligations**)
 - 2.2 you acknowledge and agree that:

- (a) we will rely on the accuracy of your Contributions for the purposes of the Project;
- (b) any failure on your part to comply with the Collaborative Participant Obligations will constitute a material breach of this Agreement.

3. If you are electing to participate as a commercial participant (**Commercial Participant**) you:
 - 3.1 must pay the fees (**Fees**) specified in the Schedule at the times and in the manner specified in the Schedule (**Commercial Participant Obligations**);
 - 3.2 acknowledge and agree that any failure on your part to comply with the Commercial Participant Obligations will constitute a material breach of this Agreement.
4. In the event that you commit a material breach of this Agreement:
 - (a) we may provide notice requiring you to remedy the breach;
 - (b) if you fail to remedy the breach within 30 days of notice, we may terminate this Agreement.

Licence

5. Subject to your acceptance of the terms of this Agreement USC grants you a non-transferable, revocable and non-exclusive licence to install and use the App (**the Licence**).
6. We own all rights, title and interest (including all associated copyright and other intellectual property rights) in and to the App, except where licensed to us by third parties.
7. You have no ownership or other rights in or to the App, regardless of how used, other than the limited right to use the App as expressly permitted in the Licence. You must not attempt to reverse engineer, copy, alter or otherwise modify the App.
8. You must use the App in a responsible and reasonable manner. You must not use the App in a way that is against the law or harms us, the Queensland Government, or our affiliates, students, customers or suppliers.
9. We may, at any time modify the App or terminate the Licence by deactivating the software or operation of the App.
10. The App is provided on an "as is" basis and, to the fullest extent permitted by applicable law, we expressly disclaim all warranties, whether express, implied or statutory, including those relating to merchantability, ability to access, availability, interoperability, compatibility, performance, fitness for a particular purpose, non-infringement, title,

- reliability, accuracy, completeness and quiet enjoyment.
11. You are responsible for maintaining the confidentiality of data you input in the App, and are responsible for any use you make of the App.
 12. To the extent permitted by law, you agree we are not liable for any special, incidental, indirect, punitive or consequential damages arising from or relating to your use or inability to use the App, including:
 - (a) loss of profits, revenues, time, money, opportunity, privacy or confidential or other information;
 - (b) the loss, corruption, removal or amendment of any data including your App account and user information.
 13. You may have consumer rights that this Agreement cannot change, but to the extent permitted by law, our total cumulative liability to you in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the greater of \$10, or the Fees we received from you for use of the App.
 14. You are fully responsible for all costs associated with your accessing and use of the App including mobile or Internet charges.

Privacy

15. We will hold your personal information in accordance with the following Privacy Statement:

Privacy Statement

- (a) In collecting, storing, using and disclosing personal information, we are required to comply with the *Information Privacy Act 2009* (Qld) (**IP Act**) and the Information Privacy Principles (**IPPs**).
 - (b) In order to use the App you will be required to register and this may involve providing personal information in the form of name, phone number and email address (the **personal information**).
 - (c) The personal information will be held, used and disclosed by us for the purposes of the Project including to contact you in relation to your participation in the Project and to use the data provided by you for the Project.
 - (d) If you have concerns regarding personal information and the App, please contact us at support@uploadsproject.com.au.
16. This Agreement embodies the entire understanding, and entire terms you and we agree in relation to the App.

17. If at any time a provision of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
18. This Agreement is governed by and must be construed according to the law of Queensland. By using the App you submit to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts.

Schedule 1

Participant category

- Collaborative participant
- Commercial participant

Participant obligations

Collaborative participant	
Contributions	Timing
Contribution of de-identified data to the National Incident Dataset	On-going
Following completion of the grant funded research on 31 December 2020 paying an annual fee to use the App	Annual fee (approximately \$360 +GST), to be charged from 2021.

Commercial participant	
Fees	Timing
Following completion of the grant funded research on 31 December 2020, paying an annual fee to use the App.	Annual fee (approximately \$360 +GST), to be charged from 2021.