

Terms of Use

Last updated: 27th June 2023

Welcome to Entire Software Pty Ltd ("Entire Software," "we," "us," or "our"). Please read these Terms of Use ("Terms") carefully before accessing or using our website ("Website").

By accessing or using our Website, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you may not access or use our Website.

1. Use of Website

1.1. Eligibility: You must be at least 18 years old and capable of forming a binding contract to access and use our Website.

1.2. License: We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use our Website in accordance with these Terms.

1.3. User Accounts: Certain features of our Website may require you to create a user account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

2. Intellectual Property

2.1. Ownership: The content, materials, and features available on our Website, including but not limited to text, graphics, logos, images, software, and audiovisual content, are owned by Entire Software or our licensors and are protected by intellectual property laws.

2.2. Restrictions: You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the content on our Website without our prior written consent.

3. User Content

3.1. User Responsibilities: If you submit or upload any content to our Website ("User Content"), you are solely responsible for such User Content. You represent and warrant that you have all necessary rights to grant us the license described below and that your User Content does not violate any laws or infringe upon any third-party rights.

3.2. License: By submitting or uploading User Content, you grant Entire Software a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Content in connection with our Website and our business operations.

3.3. Monitoring and Removal: We reserve the right to monitor, review, and remove any User Content that violates these Terms or is otherwise objectionable in our sole discretion.

4. Prohibited Conduct

4.1. You agree not to engage in any of the following prohibited activities:

4.1.1. Violating any applicable laws or regulations;

4.1.2. Interfering with the security or integrity of our Website;

4.1.3. Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity;

4.1.4. Engaging in any unauthorized use of any information or content available on our Website;

4.1.5. Transmitting any viruses, malware, or other harmful code;

4.1.6. Using any automated system or software to extract data from our Website;

4.1.7. Engaging in any activity that could disable, overburden, or impair the functioning of our Website;

- 4.1.8. Collecting or harvesting any personally identifiable information from our Website;
- 4.1.9. Engaging in any conduct that restricts or inhibits any other user from using or enjoying our Website.

5.1. No Warranty: Our Website is provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. We do not warrant that our Website will be error-free, secure, or uninterrupted.

5.2. Limitation of Liability: To the maximum extent permitted by law, Entire Software and its officers, directors, employees, agents, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of our Website.

6. Privacy Policy

6.1. Our Privacy Policy, available on our Website, governs the collection, use, and disclosure of personal information we may collect from you. By using our Website, you consent to the practices described in our Privacy Policy.

7. Modifications and Termination

7.1. We reserve the right to modify or update these Terms at any time without notice. You are responsible for regularly reviewing the most current version of the Terms.

7.2. We may terminate or suspend your access to our Website, in whole or in part, at any time and for any reason without prior notice or liability.

8. Governing Law and Jurisdiction

8.1. These Terms shall be governed by and construed in accordance with the laws of Australia. Any legal action or proceeding arising out of or related to these Terms or our Website shall be brought exclusively in the courts located in Australia, and you consent to the jurisdiction of such courts.