

LICENSE AGREEMENT

IWITNESSED TERMS

1. iWitnessed is an application which allows you to record details about events on your mobile device in order to help you better remember those events at a later time.
2. iWitnessed is provided by the University and is subject to these terms and conditions. In these terms, a reference to us, we or our is a reference to the University of Sydney.
3. By using iWitnessed, you agree to these terms. If you do not agree to these terms, do not use iWitnessed.

SAFE USE OF IWITNESSED

4. If you are in immediate danger, please call the police or other emergency services. iWitnessed is not designed to assist you in emergencies.
5. The information you store in iWitnessed is not transmitted to the police and is not a police report. If you want to report a crime, please contact the police directly.
6. The information you store in iWitnessed could be requested for use by third parties in legal proceedings, or by police to be used as evidence.
7. Your device may be accessible to other people. iWitnessed doesn't provide any additional security that would stop third parties from accessing information you store in iWitnessed if they have physical access to your phone.
8. If you store information (including photos) about other people, be aware that you may have obligations under relevant privacy and surveillance laws. Don't use the iWitnessed app for an illegal purpose.

PRIVACY

9. We comply with our legal obligations under Australian law in relation to privacy, including the Commonwealth Privacy Act and the NSW Government Information Public Access Act.
10. We do not collect or share any of your personal information when you download or use iWitnessed.
11. We reserve the right to collect anonymous information about your use of iWitnessed, solely for the purpose of improving iWitnessed. This may include information about crashes, compatibility with various devices or pauses in the application.
12. Refer to the [University's privacy statement](#) for more information about our approach to and management of personal information.

CHANGES TO THESE TERMS

13. We may update these terms at any time by updating the website.
14. Amendments to the terms will be effective as soon as they are published at the location in clause 12. By using iWitnessed after these terms are amended, you are agreeing to the amended terms.

INTELLECTUAL PROPERTY RIGHTS

15. All intellectual property rights in iWitnessed (including software, design, text, data, icons etc) are owned by us and/or our licensors.
16. Materials procured from a third party may be the subject of a copyright owned by that third party.
17. We grant you a non-transferrable, non-exclusive licence to use iWitnessed for personal, non-commercial use.
18. You retain all intellectual property rights you may have for any material you add or store in iWitnessed.
19. You must not distribute, reverse engineer, make any attempt to access the source code of, or in any way alter iWitnessed without written permission from us.

NO WARRANTY

20. We take all reasonable care in developing and providing iWitnessed. However, iWitnessed is provided 'as is' and we do not warrant or represent that it is complete, current or free from errors or omissions.
21. iWitnessed is designed to help you improve your recall of past events, but it may not be suitable for use as evidence in civil or criminal court matters. We do not warrant that records you store in iWitnessed will be admissible as evidence in any court, tribunal or other similar matter.
22. We endeavour to perform our obligations under these terms with reasonable care and skill and endeavour to ensure availability of iWitnessed. However, the availability of iWitnessed may be interfered with by numerous factors, including those outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that access to iWitnessed will be continuous, uninterrupted, timely, free from errors, faults or viruses, or secure.
23. All express or implied guarantees, warranties, representations or other terms and conditions not contained in these terms are excluded to the extent permitted by law.

OUR LIABILITY TO YOU

24. iWitnessed is provided free of charge to you and as such you use it at your own risk and without warranty as set out in the above clauses 19 and 21.
25. We do not accept any liability to you for any losses (whether direct or otherwise) that result from your use of iWitnessed, except that we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to the extent permitted by that legislation.
26. Our liability is reduced to the extent that the relevant loss or liability is caused or contributed to by you or a third party.
27. We are not responsible or liable for events or circumstances beyond our reasonable control.

YOUR LIABILITY AND INDEMNITY TO US

28. You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by our negligence.
29. You agree to indemnify us for all losses we directly or indirectly sustain or incur as a result of any breach by you of our (or our licensors') intellectual property rights.

OUR RIGHTS TO TERMINATE

30. We may suspend, terminate or limit your access to iWitnessed or to remove iWitnessed from any online store at any time including (without limitation) for maintenance of systems, if iWitnessed is no longer cost effective to maintain, if the law requires us to do so, or if we believe that there is a real risk of loss or damage to us by continuing to provide iWitnessed.

GENERAL

31. These terms are governed by the laws of New South Wales. You and we submit to the exclusive jurisdiction of the courts of New South Wales. If any part of these terms is invalid or unenforceable, that portion is to be read down or severed to the extent necessary without affecting the validity or enforceability of remaining provisions. The words "including", "such as", "for example" and similar expressions are not words of limitation. In the absence of manifest error, our records are conclusive.
32. We may assign or novate all or any part of our rights, remedies, powers or obligations under these terms to a third party without your consent, for example if a third party will operate iWitnessed. You may not assign, sublicense or otherwise deal with any of your rights under these terms.

CONTACT

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