

1. This Application ("App") is operated by Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections", "we" or "us") pursuant to these terms and conditions ("Terms") for the use by building inspectors in Australia ("Inspector", or "you").
2. We reserve the right to review and change any of the Terms by updating this page. When we update the Terms, we will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.
3. You accept the Terms by using the App and/or by clicking to accept or agree to the Terms where this option is made available to you by Hello Inspections in the user interface.
4. The App is designed as a tool to assist you in producing building inspection reports to your clients.
5. You warrant to us that you have the requisite skills, qualifications and experience to conduct building inspections and will maintain such skills, qualifications and experience at all times while using the App;
6. We do not warrant that the format or content of the report is compliant with any Australian Standards or legislative or other requirements as they may apply to any aspect of the building inspection process.
7. It is your responsibility to ensure that you are satisfied that each report you produce adequately meets:
  - 7.1. the relevant Australian standards;
  - 7.2. your contractual obligations to your clients; and
  - 7.3. any other applicable laws or regulations.
8. Any pre-drafted or suggested content are provided for convenience only and you make the ultimate decision whether to include, delete, add to or modify such content as part of the final report you provide to your client(s).
9. You must notify us in writing immediately upon becoming aware of any aspect of the App which contravenes any relevant Australian standards, laws or regulations.
10. Where you collect any customer's or other third party's personal information, you must do so pursuant to the Privacy Act 1988 and/or any other relevant laws and you indemnify us for any breach by you of any such laws whether or not the collection was effected partially or in whole by your use of the App.
11. You warrant that any information you give to us in the course of registration or continued use of the App, is at all times accurate, correct and up to date.
12. While you are a paid up subscriber of the App, we grant to you a non-exclusive non-transferrable limited licence to use the App for its designed purpose only and in accordance with your chosen level of access.
13. You have the sole responsibility for secure access and storage of any personal, confidential and/or sensitive information you collect.
14. While we will endeavour to store the information you collect by your use of the App, it is your responsibility to back up any data separately from us of the App. We will not be liable to you or any third party for any loss of data.
15. Any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorised use of your password or email address or any breach of security of which you become aware.
16. You may not use the App:
  - 16.1. for any purpose other than as set out in these Terms
  - 16.2. for any unlawful and/or unauthorised purpose; and

16.3. you acknowledge and agree that any automated use of the App is prohibited.

17. We may vary the subscription fees to use the App at any time and we will notify you of such change before applying it to your subscription with us.

18. The App is available to operate on iPads or other similar mobile devices running Apple iOS Operating Systems. We will use reasonable efforts to make the App available at all times. However, you acknowledge the App is provided over the internet and mobile networks and so the quality and availability of the App may be affected by factors outside our control.

19. The App and all of the related products of Hello Inspections are subject to copyright. The material on the App is protected by copyright laws of Australia. Unless otherwise indicated, all rights (including copyright) in the App (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled for these purposes, and are reserved by Hello Inspections.

20. All trademarks, service marks and trade names are owned, registered and/or licensed by Hello Inspections, who grants to you a non-exclusive, revocable licence whilst you are a paid-up Subscriber to:

20.1. use the App pursuant to the Terms; and

20.2. copy and store the App and the material contained in the App in your device's cache memory;

20.3. Hello Inspections does not grant you any other rights whatsoever in relation to the App. All other rights are expressly reserved by Hello Inspections.

20.4. Hello Inspections retains all rights, title and interest in and to the App and all related services. Nothing you do on or in relation to the App will transfer any:

20.4.1. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

20.4.2. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

20.4.3. a thing, system or process, whether or not subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

20.5. You may not, without the prior written permission of Hello Inspections and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the services offered by the App for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the App which are freely available for re-use or are in the public domain.

21. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded. Subject to this clause, and to the extent permitted by law:

21.1. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

21.2. Hello Inspections will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the App or these Terms (including as a result of not being able to use the App or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

21.3. Use of the App is at your own risk. Everything on the App is provided to you "as is" and "as available" without warranty or condition of any kind. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

21.3.1. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

21.3.2. the accuracy, suitability or currency of any information on the App, the Services, or any of its Services related products (including third party material and advertisements on the App);

21.3.3. costs incurred as a result of you using the App, the Services or any of the products of Hello Inspections; and

21.3.4. the services or operation in respect to links which are provided for your convenience.

22. To the extent permitted by law, Hello Inspections' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the services to you.

23. You expressly acknowledge and agree that Hello Inspections, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

24. The Terms will continue to apply until terminated by either you or by Hello Inspections as set out below.

25. You may remove the App from your device(s) at any time and cease to use it.

26. Hello Inspections may at any time, terminate the Terms if:

26.1. you have breached any provision of the Terms or intend to breach any provision;

26.2. Hello Inspections is required to do so by law;

26.3. the provision of the App to you by Hello Inspections is, in the opinion of Hello Inspections, no longer commercially viable.

27. Subject to applicable laws, Hello Inspections reserves the right to discontinue or cancel your subscription at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the App without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Hello Inspections' name or reputation or violates the rights of those of another party.

28. You agree to indemnify Hello Inspections, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any direct or indirect consequences of you accessing, using or transacting on the App or attempts to do so; and/or any breach of the Terms.

29. The Terms are governed by the laws of Victoria, Australia.

30. If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.