

Terms of Use and End User Licence Agreement (Agreement)

The National Bushfire Resilience Network (NOBURN) mobile application (App) has been developed by the University of the Sunshine Coast ABN 28 441 859 157 (UniSC, we, our, us) to capture photo evidence, visual fuel hazard assessment data and samples of fuel-loads, dryness and structure of forests (data) to predict the probability, severity and burn area of potential bushfires using artificial intelligence tools (Project).

The terms of this Agreement (Terms) are legally binding between you (you, your) and UniSC. Your use of the App is conditional upon you agreeing to the Terms. We may change the Terms at any time without notice. Any amendment will be effective five (5) days after the amended Terms have been published by us. Your continued use of the App after any amendment comes into operation constitutes an agreement by you to comply with, and be bound by, the amended Terms. Accordingly, you should access and read the Terms from time to time, otherwise as notified by us that an amendment(s) has been made.

App Purpose

The purpose of the App is to enable you, as a citizen scientist, to collect and provide us with data for the Project (App Purpose).

Privacy statement

We may access, use, store or disclose any information (including any personal information) that you enter into the App.

In order to use the App, you will be required to register before use and this may involve providing your personal information if alone or together the information reasonably identifies you. The information we will request includes your username, email address, your postcode, date of birth, occupation, and education. You will also be asked to provide some information regarding your experience in scientific data collection and citizen science. The minimum information required for you to register to use the App and participate in the Project is a username and email address, neither of which may identify you.

Any of your personal information collected through the App will be held, used and disclosed by us for the purposes of the Project, supporting and maintaining the App and for current and future research purposes. We use this information to communicate with you, manage your login details, and provide you with updates regarding the analysis of data records and the Project. We may use your personal information to verify the details of a record created when you submit data through the App, acknowledge you as the relevant collector of data that created a record, or contact you to request greater access to the data, or further information that will support a record.

You will not be able to register and use the App unless we can collect your username and email address.

Your username and data that you provide through your use of the App (record) will be disclosed to the public through the NOBURN website. We may also disclose your personal information to third party service providers for the purpose of data storage and supporting and maintaining the App.

In the event you enter data into the App, you will be prompted to provide additional information including the location of data recording (GPS or map-based), images of the forest location and forest fuels, time and date of data collection, a guided description of the forest at the time of collection, weather during the collection, and a visual assessment of the overall fuel hazard with measurements of fuel quantities as prompted. If you submit data through a survey, we will collect meta data, such as the location tag and camera settings with photos, as well as a personal identifier that links the data record with personal information you provided through App registration. If you do not enable Location Services to identify your location at the time of data upload or recording, we will request (prompt) you to manually provide the location of each data recording.

Data you transmit through the App may be aggregated for analysis with your identifiable characteristics removed. We may publish or provide this aggregated data to other people, for instance App usage statistics may be used for demographic research purposes by us. We may also provide usage statistics to the NOBURN funding body, the Australian Government Department of Innovation, Industry, Science and Research.

You agree to receive email communications from us in relation to the Project, for instance, records related to the data you transmit through the App will be emailed to you and we will email you with Project updates, and analysis of data and records. You can opt-out of these email communications using the unsubscribe option in the emails.

Other than as set out in this Agreement, your personal information will not be released unless the law requires or permits it or your consent is provided through NOBURN App registration and your acceptance of the Agreement or on a case by case basis. We provide a secure environment and a reliable system for storing your personal information, but you should be aware that there may be inherent risks associated with the transmission of information via the internet.

To the extent we are deemed to collect personal information for the purpose of the Project and providing, supporting and maintaining the App service, we are required to comply with the *Privacy Act 1988* (Cth), the Australian Privacy Principles and UniSC's Information Management Framework – Governing Policy.

We will also, at your request, delete any personal information we have collected about you. Our Privacy Policy contains information about how you may access and seek correction of your personal information and complain about a breach of the Australian Privacy Principles, and how we will deal with complaints. To contact us for any of the reasons listed, please email the NOBURN Research Team at noburn@usc.edu.au. Alternatively, to access our Privacy Policy, please visit <https://www.usc.edu.au/privacy>.

End-User Licence Agreement

We grant you a personal, non-transferable, revocable and non-exclusive licence to install and use the App on any device that you own or control.

We own all rights, title and interest (including all associated copyright and other intellectual property rights) in and to the App, and data you upload, submit or transmit through the App, and any reports, records, or other material generated from the data, except where licensed to us by third parties or the data is your personal information.

You have no ownership or other rights in or to the App or data you upload, submit or transfer through the App, regardless of how used, other than the limited right to use the App as expressly permitted in this Agreement.

You must use the App in a responsible and reasonable manner consistent with the App Purpose above. You must not use the App in a way that is against the law or harms us, our affiliates, students or suppliers.

We may at any time modify the App or terminate this Agreement by deactivating the software or operation of the App.

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, currency, completeness and quiet enjoyment.

You agree through registering to use and using the App:

- a) for us to communicate with you by email about the data you upload, submit or transmit through the App and any record created from that data;
- b) that you are at least 18 years of age, otherwise will be supervised by someone who is at least 18 years of age when using the App registered to the supervising person.

You agree through registering to use and using the App not to:

- a) defame, abuse, harass, stalk, threaten or otherwise offend any person;
- b) publish, distribute, email, transmit, or disseminate any material that is unlawful, obscene, defamatory, indecent, offensive, or inappropriate;
- c) use any automated scripting tools or software or otherwise attempt to reverse engineer the App;
- d) engage in or promote any third-party surveys, contests, pyramid schemes, chain letters, unsolicited emailing, or spamming via the App;
- e) impersonate another person or entity;
- f) upload, post, email, transmit or otherwise make available using the App any material that you do not have a right to make available or that contains viruses, or other computer codes, files, or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware or to utilise other computer systems for improper purposes or without authorisation;
- g) breach any laws or regulations that apply to your use of this App in your jurisdiction;
- h) infringe any person's intellectual property rights by using the App or uploading, submitting or transmitting any data through the App; or
- i) use the App in a manner inconsistent with the App Purpose.

Disclaimer and Limitation of Liability

You agree to only use the App, including collection of data and upload through the App, when it is safe to do so and to pay attention to your surroundings while using the App. The App should not be used in any potentially unsafe situation or location and you exercise your own skill, judgement and care with respect to its use, the collection of data related to its use or your reliance on the App.

To the extent permitted by law, you agree we will not be liable to you or anyone else for any damage arising from or relating to your use or inability to use the App or collection of data related to its use, including:

- a) loss of profits, revenues, time, money, opportunity, the privacy of confidential or other information;
- b) the loss, corruption, removal or amendment of any data.

You may have consumer rights under your local laws that the Terms cannot change, but to the extent permitted by law, our total cumulative liability to you in connection with your use of the App, collection of data related to its use or this Agreement, whether in contract or tort or otherwise, will not exceed the greater of \$10 or any fees we received from you for use of the App.

You agree you are fully responsible for all costs associated with your use of the App, including mobile phone, device, or internet charges and collection of data related to its use.

Linked Websites or Services

This App may contain links to websites or services. Those links are provided for convenience only and may not remain current or be maintained. We have no control over or rights to any linked website or service that is not our own.

Unless expressly stated, the inclusion of a linked website or service should not be construed as endorsement, approval, recommendation or preference by us for any information, product or service referred to on the linked website or service.

Your use of any linked website or service is entirely at your own risk, and you will be bound by the terms and conditions posted on the linked website or service. We are not responsible for the privacy practices of any third-party service providers that you can access through this App.

General

This Agreement embodies the entire understanding and entire terms you and we agree in relation to the App.

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.

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 are competent to determine appeals from those courts.

If you have any questions about this Terms of Use and End User Licence Agreement or any privacy issues related to this then please [contact us](#).



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