

Terms and Conditions

Walshirl Pty Ltd A.C.N.624732127 ("We") is the owner of RollBook, an app being an attendant management system. These terms and conditions as varied from time to time apply to the use of the app. In using this app, you agree to be bound by these terms and conditions which includes our privacy policy which is available on this website. If you do not accept these terms and conditions, you must refrain from using the app.

1. Amendments to terms and conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website.

2. Registration

- (a) When you use the app, you will provide information. You must ensure that this information is accurate and current. We will handle all personal information in accordance with our privacy policy.
- (b) We will issue a password to you. You are responsible for all use and activity carried out on it.

3. Usage

- (a) We give no undertaking as to the continuing availability of the app. We reserve the right to discontinue the app without notice.
- (b) We make no representation that the app will be suitable for your purposes or about its continuing availability. Walshirl Pty Ltd accepts no responsibility for any interruption to the app for any reason.
- (c) You use the app at your own risk.
- (d) The trademarks, service marks and logos ("Trademarks") contained on or in the app are owned or controlled by Walshirl Pty Ltd. You must not use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trademarks.
- (e) You accept that Walshirl Pty Ltd uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the app.
- (f) All costs, charges and expenses incurred by you with your mobile provider are your responsibility.
- (g) You are responsible for your mobile device and other equipment and to ensure that you can use the app whenever required whether as presently configured or as updated by Walshirl Pty Ltd.

- (h) Any updates required to your devices to enable you to use the app are your responsibility.
- (i) You must only use the app in a lawful manner and in accordance with all laws and regulations.
- (j) You must not modify, adapt, translate or reverse engineer the app or any part of it or reformat or reframe any portion of the pages comprising the app.
- (k) We are not liable to you or anyone else for interference with or damage to your or their device/s or computer systems in connection with the use of this app or a linked website.
- (l) We do not accept any responsibility for any loss or damage you may suffer or incur as a result of unauthorised access by a third party to our website or the app.
- (m) Any information which you transmit to us is transmitted at your own risk.

4. Further Conditions

Walshirl Pty Ltd reserves the right to

- (a) Terminate the app at any time.
- (b) Update the app notwithstanding that it may not then be relevant to you or may not be suitable for your device or equipment.
- (c) Allow advertisements by third parties within the app for goods and/or services to be supplied by any third party.

5. Disclaimer and Limitation of Liability

- (a) Walshirl disclaims any responsibility for any advertisements on the app or for their accuracy or for the goods or services so advertised
- (b) Nothing in these terms and conditions excludes, restricts or modifies any condition, warranty, right or liability implied in these terms and conditions by law including the Australian Consumer Law to the extent that such exclusion, restriction or modification would render these terms and conditions or any part of them void, illegal or unenforceable.
- (c) Subject to (b), any condition, warranty, right or liability which would otherwise be implied in these terms and conditions or protected by law is excluded.
- (d) To the maximum extent committed by law in no event shall we be liable for any direct or indirect loss, damage or expense which may be suffered or incurred by you arising out of or in connection with your use of the app.
- (e) To the maximum extent permitted by law, you agree to release, indemnify and hold Walshirl Pty Ltd harmless and each of its current and former officers, employees, contactors and agents from all expenses, costs, liabilities, claims,

actions, proceedings, damages, judgements and losses arising out of, caused by, attributable to or resulting from your breach of these terms and conditions or use of the app.

6. Governing Law

These terms and conditions are governed by the laws in force in Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

7. General

The failure of Walshirl Pty Ltd to exercise or enforce any right under these terms and conditions does not constitute a waiver of such right or provision.