

Gluestep Terms of Use

Welcome to Gluestep, an online business service designed to provide visibility of complex activities within organisations, the “Service”. The Service is provided by Gluestep.

These Terms of Use are a legal agreement between You and Gluestep Pty Ltd ABN 88623267621 (“Gluestep”). and apply to You from the time that Gluestep provides you with access to the Service.

The Service will evolve over time based on user feedback. Gluestep reserves the right to change these terms at any time, effective upon the posting of modified terms and Gluestep will make every effort to communicate these changes to You via email or notification via the Website. It is likely the terms of use will change over time. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

Gluestep grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

“Website” means the Internet site at www.Gluestep.com or any other site operated by Gluestep.

In these Terms and Conditions We, Our or Us means Gluestep; and You or Your means the person who accepts these Terms and Conditions, by using this Website and associated software, networks and processes, including the purchase of services through the Website.

“Authorised User” is the person using a user account on the Service.

“Customer” is the organisation that you represent in agreeing to the Contract.

“Subscriber” is the person paying the Subscription Fees and is the authorised representative of the Customer.

Privacy Policy

Please refer to the Gluestep Privacy Policy for more information on how we collect and use data relating to the use and performance of our website.

General

Your access to and use of the Service is subject to these terms and conditions

Your agreement to the terms and conditions

By accessing and using the Service you agree that you will be subject to and will comply with these terms and conditions, including our Privacy Policy.

Use of Software

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Gluestep or condition posted on the Website.

Registration

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide Gluestep with an electronic mail address and other information ("Registration Data"). You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Gluestep of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. Gluestep cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Gluestep has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Gluestep has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof).

Payment

To access the Service, you shall pay fees to Gluestep, unless otherwise agreed in advance by Gluestep. Credit cards are the only payment mechanism Gluestep will accept for payment of a monthly or yearly subscription fee ("Subscription Fee"). All currency references are in Australian Dollars. Subscription Fees can be paid as either a monthly Subscription Fee or a yearly Subscription Fee.

You must provide current, complete and accurate Billing Data. You must promptly update all Billing Data to keep Your Account current, complete and accurate and You must promptly notify Gluestep if Your Payment Method is changed.

If you select the Monthly Fee, the credit card You provide as part of the Billing Data will be immediately billed on the first Business Day of each Month. You agree that Gluestep may charge Your credit card all amounts due and owing for Your Account on that day. If you select the Yearly Fee, the credit card You provide as part of the Billing Data will be immediately billed on the day You sign up. You agree that Gluestep may charge Your credit card all amounts due and owing for Your Account on that yearly basis unless you cancel the Account. Gluestep may change prices at any time without prior notice, but will endeavour to provide reasonable advance notice via the Gluestep website and / or email.

No resale of the service

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission of Gluestep.

Indemnity

You indemnify Gluestep against all claims, costs, damage and loss arising from Your use of the Service, Your use of Your Account, Your breach of any of these Terms or any obligation You may have to Gluestep.

Warranty

Gluestep gives no warranty about the Service. The provision of, access to, and use of, the Service is on an "as is" basis and at Your own risk.

Gluestep does not warrant that the use of the Service will be uninterrupted or error-free.

Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

Limitation of Liability

To the maximum extent permitted by law, Gluestep excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, Data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Website.

If You suffer loss or damage as a result of Gluestep's negligence or failure to comply with these Terms, any claim by You against Gluestep arising from Gluestep's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Subscription Fees paid by You in the previous twelve (12) months.

Termination

If your Subscription Fee is overdue, Gluestep may disable access to your account.

Gluestep may, at its sole discretion at any time and for any reason terminate the Service, terminate this Agreement, or suspend or terminate Your Account.

If you terminate Your Account, via email to Gluestep, and You request that Gluestep deletes Your User content and files contained in Your Account, Gluestep will make all reasonable efforts to do so.

Refund

Gluestep will provide no refund for any remaining prepaid period for a prepaid subscription

Intellectual Property

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Gluestep.

You:

(a) acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the "Materials") are owned by or licensed to us;

(b) must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and

(c) must not frame or embed in another website any of the material appearing on this Site without our prior written consent.

You grant Gluestep a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

No Agency

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship between You and Gluestep is intended or created by these Terms.

Waiver

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

Delays

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

No Assignment

You may not assign or transfer any rights to any other person without Gluestep's prior written consent.

International Use

You agree to comply with all local rules regarding online conduct and acceptable User Content.

Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

Modifications to Service

Gluestep reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that Gluestep shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service

Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

Governing law and jurisdiction

The Agreement is governed by the laws of Australia. The parties will be subject to the exclusive jurisdiction of the courts of Australia and any courts that may hear appeals from those courts in relation to any proceedings concerning the Agreement.

Entire agreement:

These Terms, together with the Gluestep Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Gluestep relating to the Services and the other matters dealt with in these Terms.

Notices

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Gluestep must be sent to info@Gluestep.com or to any other email address notified by email to You by Gluestep. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.