
Destructive Tree Sampling

Terms and Conditions



This is an agreement between Apical Solutions Pty Ltd and the user of the software referred to as "The User".

Definitions

- **Terms** of the agreement are the terms as outline in this document
- The **Service** is the provision of software for the collection and transfer of data between Destructive Tree Sampling web application and Destructive Tree Sampling field application.

Acceptance of Terms and Conditions

This agreement is accepted by either logging into Destructive Tree Sampling web app or using the Destructive Tree Sampling Field app. If The User does not accept the terms and conditions, they are not authorised to use the software.

Use of the service

The service may be used for personal or business use.

Alterations to the Service

Apical Solutions reserves the right to alter the terms and conditions of the service with 30 days notice.

Service commencement

The service will commence when an account is opened for the user by Apical Solutions. The User must provide contact details and a billing address in order to obtain an account.

Company Administrator

The User may specify one Company Administrator (the primary account holder). The company administrator is required to manage other users in the account by setting up usernames and passwords.

Software support

Apical Solutions will provide support for the use of the software within a reasonable timeframe. Apical solutions will endeavour to make staff available for support during normal hours of business.

Fees and payment

Payment terms for credit accounts are 15 days. Invoices will be sent to the User at the end of each month for usage and annually for support and access fees.

Late payment

If the User fails to meet the payment terms on 2 or more occasions, Apical Solutions may, at their discretion, shut down the account and lock the user out of the service.

Data Integrity

Apical Solutions takes no responsibility for the integrity of the data captured. This is the sole responsibility of the User.

Data ownership

The User is the sole owner of all data. The Service does not allow Apical Solutions to view, export, alter or distribute the content created by the Client except for the sole purpose of providing the service.

The Client may export, transfer and publish any content created by them from the Service.

The service is not intended as a data repository. The User is responsible for downloading their own data and backing up in their own system.

Inactive accounts

Inactive accounts are those that have not received the annual subscription by the due date. Apical solutions may, at their discretion, shut down inactive accounts and remove the data from the account.

Design and Copyright

The User agrees not to display, copy, reproduce or distribute any logos, design, code or intellectual property provided by Apical Solutions in the delivery of the service without prior consent.

Disclaimer

The User agrees that the use of the Service is at their own risk.

Indemnification

The Client agrees to indemnify Apical Solutions, its staff and directors from any loss, damages and expenses arising from use of the Service.

Restrictions of use

The User may not use the Service in any manner that could:

- i) Interfere with normal operations of Apical Solutions Servers, software or equipment
- ii) Reproduce any material from the Service without written consent from Apical Solutions
- iii) Allow third parties to use their web account without written consent
- iv) Log in using a login that belongs to someone else
- v) Breach any state, commonwealth or international law

Contact

The Client may contact Apical Solutions regarding any questions or concerns regarding the Terms of this agreement by emailing info@apicalsolutions.com.au.