Terms of Use and About this App

This smart phone application is a tool developed by The George Institute for Global Health to assist with the collection of data used for research into food related disease throughout the world.

About this App

Terms of Use

When you download, install, and use the Data Collector Application (DCA) you agree to these Terms of Use ("**Terms**").

General Terms and Conditions of Use

When you use the DCA, you are required to accept these Terms. Importantly, We may change these Terms from time to time. You are responsible for informing yourself of any changes by regularly reviewing these Terms at www.georgeinstitute.org.au/DCA; and accepting these Terms.

Definitions

In these Terms:

a) References to "**DCA**" are references to the DCA iPhone[1], and Android[2] applications, (or any other version of the DCA application released by TGI from time to time) and any supporting websites, including www.georgeinstitute.org.au/DCA;

b) "**We**", means The George Institute for Global Health (TGI), a medical research institute situated in Sydney, New South Wales, Australia, as the context requires.

1. The Data Collector App and Information Available from the App

1.1. When you download, install and use the Data Collector App (DCA) you do so at your own risk; and you are responsible for the consequences of your use. None of The George Institute their affiliates, nor any of their respective employees, agents, third party content providers make any express or implied representation or warranty about the DCA, the information it provides and your use of that information, or shall any of them be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages, expense, or reliance in connection with the DCA, its use, its content or any products or services referred to within DCA. This includes (but is not restricted to) any loss, damage or expense you might suffer or incur as a result of any of the following:
a) your reliance on the completeness, accuracy, suitability or currency of any content on DCA;
b) failure of, or delay in, the performance, operation or transmission via DCA or data on or through DCA, a computer virus or other harmful component, a loss of data, a communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
c) any data usage, roaming or other charges you incur when accessing the internet through your mobile or other device;
d) The George Institute shall not be liable for failure to perform or delay in performing any obligation under these Terms to the extent that the failure or delay is caused by any circumstances beyond TGI's reasonable control, including but not limited to acts of God, war, laws or regulations of any government or supra-national authority, flood, fire, interruption of power supplies or electronic communications networks, riots or industrial disputes; and

e) If any provision of these Terms is found by a court to be invalid or unenforceable, the invalidity or unenforceability will not affect the remaining Terms.

1.2. The DCA is provided "**as is**", with all faults, and with no representations or warranties of any kind, either expressed or implied. The express Terms contained herein shall apply in place of all warranties, conditions, Terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. No oral or written information or advice given TGI, their agents, or authorised representatives shall create a warranty or in any way increase the scope of this warranty.

1.3. TGI is not liable to any other party for any loss or damage, including direct, consequential, incidental or indirect loss or damage, including loss of profit (whether direct, consequential, incidental or indirect) resulting from a breach of these Terms by TGI or the negligence of TGI or their representatives.

1.4. You indemnify TGI, their affiliates and respective employees, agents, third party content providers and licensors (each an "**Indemnified Party**") from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by any Indemnified Party ("**Loss**") as a direct or indirect consequence of you using the DCA. This includes, without limitation, any Loss incurred by virtue of any breaches of third parties' intellectual property rights as a direct or indirect consequence of you using the DCA.

1.5. This disclaimer, liability limitation and indemnity do not exclude any rights which by law may not be excluded.

1.6. None of these Terms restrict any of your statutory rights. For further information about your statutory rights, contact your local authority.

2. Intellectual Property

2.1. Unless otherwise indicated, TGI owns, controls and/or reserves all rights (including, <u>without limitation</u>, copyright) in and to all information, text, material, graphics, advertisements, software code and data comprising the DCA (the "**TGI Property**").

2.2. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute the TGI Property in any way except as expressly provided for within the DCA, or expressly authorised in writing by TGI. You are not authorised, without TGI's prior written permission, to copy, broadcast, reproduce, republish, store (in any medium), transmit, broadcast, distribute, show or play in public, adapt or change in any way, the content of, or create a derivative work from the DCA for any other purpose. This prohibition does not extend to content which is expressed to be freely available for re-use or replication, subject to any conditions TGI specifies.

2.3. You must not use any trademark TGI (whether registered or otherwise) without the respective prior, specific, written permission.

2.4. Unless otherwise indicated, you are authorised to download and view any content, and use the software comprising the DCA for your own personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

2.5. You must not, without TGI's prior written permission in each instance as appropriate, exploit the DCA, or any of the TGI Property for commercial purposes.

2.6. Any unauthorised use, alteration or dissemination of the information or content on the DCA is strictly prohibited.

2.7. You will indemnify TGI against any loss, liability, cost or expense (including legal costs and expenses on a full indemnity basis) suffered or incurred in connection with any claim, action, demand or proceeding alleging that the publication, use or display of any content uploaded by you to the DCA as contemplated by these Terms, infringes the intellectual property rights of any other person.

2.8. Materials downloaded from the DCA, including any software, program codes, files, and/or images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by TGI. You are expressly prohibited from copying, selling, distributing, decompiling, reverse engineering or otherwise dealing with the Software in a like manner.

2.9. No part of the DCA may be reproduced without the prior written permission of TGI in each instance.

2.10. Apart from any fair dealing for the purpose of private study, research, criticism or review, as permitted under the *Copyright Act 1968* (Cth), no part of the DCA may be reproduced without the written permission of TGI.

3. Privacy

3.1. Collection: When you access the DCA, TGI will collect your email address for the purposes of ensuring images remain unique.

3.2. Images: When you use the DCA, the images taken by you, will be used by TGI and stored for validating product data.

3.3 GPS Location: When you use the DCA, the location of the device is used to assign the data to the appropriate database.

4. System requirements

4.1. In order to use the DCA, you need to have:
a) An Apple mobile device running iOS 7.1 or above
b) An Android device running version 4.3 or above

Please note:

a) If you are using a smartphone or tablet without a camera capable of auto-focus, the DCA may not be compatible with the device. Without auto-focus, the pictures of the barcode will be blurry and the DCA will be unable to identify the barcode;
b) You will also need mobile/cellular data or a Wi-Fi internet connection to download the DCA and access the DCA network. Check with your mobile/internet service provider for details of data download and internet usage charges.

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4.2 Although the DCA is developed according to reasonable professional standards, in line with industry practice, TGI cannot warrant that:

a) the DCA is able to operate stably under or in compatibility with any operation system or device; or
b) the DCA is free of defects, viruses, or malicious codes.

However, if TGI notice any malfunction or defect, virus or malicious codes in the DCA, TGI will use reasonable efforts to rectify them.

5. What happens if you do not accept these Terms?

You must accept these Terms in order to use the DCA.

[1] iTunes iPhone, iPod Touch and iPad are trademarks of Apple Inc., registered in the U.S. and other countries, App Store is a service mark of Apple Inc.
[2] Android and Google Play are trademarks of Google Inc.

About Recent Images & Barcode Checking

This functionality must only be used after approval from The George Institute's Food Policy Division. Turning on the Duplicate Barcode checking function will advise when a barcode has been recently scanned, but is not yet entered into the database. The Recent Images *(Coming soon)* function will check for any image that is up to six months old in the database. These functions may assist with reducing the number of products being collected. If either of these functions are turned on, you will be notified if a barcode exists that meets these criteria. Selecting to the option to skip the collection of an item will ultimately mean that barcode and any associated images are not collected. No other images collected, waiting for submission or submitted data or images will be affected.

About this App

Before using

The DCA is a tool developed by The George Institute for collecting data. Before using this App approval and training is required from The George Institute. Please check with The George Institute before using the duplicate barcode checking functionality. This function may assist with reducing the number of products being collected.

About Recent Image Checks (Coming soon)

The Recent Images function will check for any image that is up to six months old in the database. The default setting is for this to be turned off. For confirmation on the setting, click the Recent Image Check button and select the required setting.

About Duplicate Barcode Checks

The Duplicate Barcode Check function will check for any barcode and related images in the staging area yet to be entered into the database. The default setting is for this to be turned off. For confirmation on the setting, click the Duplicate barcode check button and select the required setting. If this function is turned on, you will be notified if a barcode exists that meets these criteria. Selecting the option to skip the collection of an item will ultimately mean that barcode and any associated images are not collected. No other images collected, waiting for submission submitted data or images will be affected.

About Working Online

Working online is optional, but will ensure the latest data is always available. To turn on, go to the More menu and press the Duplicate barcode check button. The default setting for this is to be turned off. For

confirmation on the setting, click the Online, Download Database or Turn off button and select the required setting. When scanning the Scan icon wording will change to Scan Dups.

About Downloading the Database

Downloading the database will provide you with a faster response time when scanning barcodes. To refresh the database with the latest barcodes sitting in the staging area press the Check for database update button in the More page. When scanning the Scan icon wording will change to Scan Dups.

About Check for Database Update

Pressing this button will auto refresh the data stored on your phone.

About the Turn off selection

Selecting Turn off under the Duplicate barcode check button from the More page will ensure the duplicate checking functionality is turned off. If the functionality is off the scan icon wording will not change.

About Update Country

Pressing the Update Country button will enable the GPS function and check the country location. If the country is different, the database content stored in the App will be cleared and a new database downloaded for that country. No scanned and stored images or data yet to be submitted would be affected. This data can be added to and downloaded We required. The country setting is listed on the More screen

About the email address

It is important that a unique email address is used. Failure to use a unique email address can lead to system errors.

For more information on the DCA App please contact The George Institute's Food Policy Division.

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