

Terms And Conditions

This End User Licence Agreement sets out the terms and conditions between Gimbal Studio, the owner of the mobile application (Stupid Cars) and you, the user of Stupid Cars.

These terms and conditions apply to the way in which you can download, install, access and operate Stupid Cars.

Access to or use of Stupid Cars shows your acceptance of these terms and conditions. If you do not agree with them, you must not access or use Stupid Cars.

User

You must be at least 18 years old to access Stupid Cars. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

You will be solely responsible for all access to and use of Stupid Cars by anyone using your password and user name whether or not such access to and use of Stupid Cars is actually authorised by you, including without limitation, all communications and transmissions and all obligations (including without limitation financial obligations) incurred through such access or use.

You are solely responsible for protecting the security and confidentiality of your user name and password. You must immediately notify us of any unauthorised use of your user name or password or any other breach or threatened breach of Stupid Cars's security.

The licence

We grant to you a non-exclusive, non-transferable licence to download, install, access and operate Stupid Cars on any approved smartphone, tablet or other similar mobile device (Device) that you own or control and as permitted by the manufacturer or supplier of the Device.

You must not:

- (a) sell, resell, rent, lend, license, transfer, redistribute or sub-license Stupid Cars;
- (b) make Stupid Cars available over a network where it could be accessed and used by multiple devices at the same time;
- (c) copy, alter, modify, adapt, reproduce, republish, frame, translate, disassemble, reverse engineer, decompile, create a derivative work from or enhance Stupid Cars and/or any content in Stupid Cars (except as expressly permitted by this agreement or other applicable law);
- (d) use Stupid Cars so that it infringes our rights or the rights of third parties;
- (e) take any steps to circumvent any technological protection measure or security measures in the app; or
- (f) authorise anyone else to do any of the above acts.

This agreement will apply to any upgrades provided by us for Stupid Cars unless the upgrade has its own agreement in which case the terms of that agreement will apply.

We reserve the right to alter, update, or remove Stupid Cars or any part of it at any time. We may conduct such modifications to Stupid Cars for security reasons, intellectual property or other legal reasons, or various other reasons at our discretion.

Use of data

We may collect and use data including information about:

- your average duration of sessions
- number of times a day Stupid Cars is opened
- times retried per visit
- event tracking
- time of day/week Stupid Cars is opened
- source of link to Stupid Cars – where you came from search, social media, website, other.

You agree that we own this data and can use it for any purpose, including for commercial purposes, provided that it does not personally identify you and any use is in accordance with the consent you have given to us under our Privacy Policy:

https://www.gimbalstudio.com.au/wp-content/uploads/2022/08/StupidCars_PrivacyPolicy.pdf

Links To Other Web Sites, Advertisements And Services

Our Service may contain links to third-party web sites, advertisements and or services that are not owned or controlled by Gimbal Studio or Stupid Cars.

Gimbal Studio has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Gimbal Studio shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We only provide links to external websites and services as a convenience, and the inclusion of such a link to external websites and services do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites or services on the Internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Intellectual property

We are the owner or licensee of all intellectual property rights including copyright, trade marks, patents, inventions and designs, whether registered or unregistered, and all rights of a like nature, in Stupid Cars and the content you access when you use Stupid Cars. You have no rights to reproduce, re-publish or do any other acts with Stupid Cars or the content except for those rights granted to you under this agreement. You must not do anything that does or might invalidate or be inconsistent with our intellectual property rights.

Termination

This agreement will remain in force until terminated by either you or us.

We may immediately terminate this agreement at any time if we discontinue providing Stupid Cars or any computer server or website required for the intended operation of Stupid Cars.

If this agreement is terminated for any reason, you must immediately:

- (a) cease to use Stupid Cars; and
- (b) delete all copies of Stupid Cars in your possession or control.

On termination, we may delete all electronic records created while you used Stupid Cars.

Limitation of liability

Except as expressly set out in this agreement, and subject to any representations, terms, guarantees, warranties or conditions that by law may not be excluded, all representations, conditions, guarantees, warranties, terms and obligations implied by law or otherwise relating to the services provided by us under this agreement are excluded.

To the extent permitted by law, we will not be liable for any special, indirect or consequential loss or damage (including personal injury), loss of profit or opportunity, loss of data or business interruption, or any other cause or situation, arising out of or in connection with the use of, or the inability to use, Stupid Cars whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

If you are a “consumer” for the purposes of the Australian Consumer Law, to the maximum extent permitted by law, our liability to you is limited at our option to the resupply of the services or payment of the cost of re-supplying the services.

Apple Inc and Google Inc

We and you each agree that Apple Inc (Apple) and Google Inc (Google), and Apple's and Google's respective subsidiaries, are third party beneficiaries of this agreement, and that, upon your acceptance of the terms and conditions of this agreement, Apple or Google, whichever is applicable, will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary of this agreement.

Your use of Stupid Cars may also be subject to terms and conditions of use which were accepted when you set up your account with Apple or Google.

General

If part or all of any of this agreement is illegal or unenforceable it will be severed from the agreement and will not affect the continued operation of the remaining provisions of the agreement.

We reserve the right to amend this agreement at any time. We will give you reasonable notice before any amendments come into effect. Your continued use of Stupid Cars will be deemed to constitute your acceptance of the amended agreement. It is your responsibility to ensure you are familiar with the most recent version of this agreement prior to each use of Stupid Cars.

This agreement is governed by the laws of Victoria and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria.

Contact information

You can contact us at:

contact@gimbalstudio.com.au

Last updated 07/08/2022