



TERMS OF USE – Pathways App

Effective Date: 14 May 2026

Version: 1.0

Acknowledgement of Country

Flinders University acknowledges the Traditional Owners and Custodians of the lands and waters on which its campuses are located, these are the Traditional Lands of the Arrernte, Dagoman, First Nations of the South-East, First Peoples of the River Murray & Mallee region, Jawoyn, Kurna, Larrakia, Ngadjuri, Ngarrindjeri, Peramangk, Ramindjeri, Warumungu, Wardaman and Yolngu people. We honour their Elders past, present and emerging.

1. User Consent

Please read these Terms of Use carefully before using the Pathways App. By using the Pathways App, you agree to these Terms. If you do not agree with any part of these Terms, you must not use the app.

2. Intended Use

Not Medical Advice: This app does not provide medical advice and must not be used to diagnose any condition, treat any condition, or make treatment decisions. It is a personal tracking tool only.

Not a Substitute for Healthcare: This app does not replace professional medical care. If you have concerns about your child's health, please contact your healthcare provider. In an emergency, call 000.

Self-Management Tool: The app is designed to help you track and monitor your child's ear health for your own reference. It does not automatically share information with healthcare providers.

User Responsibility: You are responsible for seeking appropriate medical care for your child. The app is intended to support – not replace – professional healthcare guidance.

Not for Clinical Use: This app is not intended for use by healthcare professionals for diagnosis or treatment decisions.

3. License to Use

Flinders University grants you a limited, non-exclusive, non-transferable license to access and use the app for personal, non-commercial use, subject to these Terms.

4. User Obligations

You agree to:

- Use the app only for its intended purpose as a personal tracking tool for your child's ear health;



- Not engage in any unauthorised access, use, or exploitation of the app, which without limiting any other Term, includes the following prohibited actions:
 - license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make the app available to any third party
 - use the app to process data on behalf of any third party;
 - modify, adapt, or attempt to gain unauthorised access to the app;
 - use the app to send unsolicited or unauthorised mail, spam, other forms of duplicative or unsolicited communications;
 - use the app to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights;
 - attempt to decipher, decompile, reverse engineer or otherwise discover the source code of the app; or
 - use the app to knowingly post, transmit, upload, link to, send or store any viruses, malware, or any other similar harmful software; and
- Not use the app in any way that violates Australian law.

5. Limitations of Liability

Flinders University is not liable for any damages or losses arising from:

- Loss of data, including tracking records, notes, or observations you have entered into the app.
- System downtime or outages.
- Reliance on the app for medical decisions. Users should always consult a healthcare professional for medical advice.
- Technical errors, bugs, or compatibility issues with your device.

In no circumstances will Flinders University have any liability for lost profits or loss of business or lost data, business interruption, loss of goodwill, or for any type of indirect, special, consequential, incidental, or punitive damages arising out of or related to the app or these Terms, even if informed of their possibility in advance.

The app may contain features designed to be integrated and/or configured with third party products, applications, services, software, networks, systems, directories, websites, databases and information which the app links to (Third Party Services). To use such features, you may be required to obtain access to such Third Party Services. By enabling any Third Party Services, you expressly permit Flinders University to disclose any information necessary to facilitate the use or enablement of such Third Party Services.

6. App Availability

We do not guarantee uninterrupted access to the app and may experience outages or maintenance periods. We are not responsible for any inability to access the app.

7. Modifications to the App or Terms



Changes to the App: We reserve the right to modify or discontinue any feature of the app at any time, without notice.

Changes to the Terms: We may update these Terms from time to time. Any updates will be communicated to you via the app or by email. Continued use of the app after changes are made constitutes acceptance of the updated Terms.

8. Intellectual Property

All content, designs, features, and software within the app are the property of Flinders University. You are prohibited from copying, modifying, or distributing the app or its components without explicit permission.

You retain ownership of all personal information and health data you enter into the app. You are free to export, share, or use your own data as you choose.

9. Termination

You may stop using the app at any time. We reserve the right to suspend or terminate your access to the app if you breach these Terms. Upon termination, you may request deletion of your data as outlined in our Privacy Policy.

10. Jurisdiction and Governing Law

This app is intended for users within Australia. These Terms are governed by the laws of South Australia. Any legal disputes arising from or related to these Terms or your use of the app will be subject to the jurisdiction of the courts in South Australia.

By using the app, you agree to comply with Australian laws, including the Privacy Act 1988.

11. Dispute Resolution

In the event of a dispute, we encourage you to contact us first to attempt to resolve the issue. If a resolution cannot be reached, the dispute will be governed by the laws of South Australia.

12. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remainder of the Terms will remain in full effect.

13. Changes to This Terms of Use

We may update this Terms of Use from time to time. When we make changes, we will post the updated Terms in the app and update the 'Effective Date' and 'Version' at the top of the policy. If we make significant changes, we will notify you through the app or by email. We encourage you to review this Terms of Use periodically for any updates.



14. Contact Us

If you have questions about this Terms of Use or how we handle your information, please contact us:

Pathways App Team

Flinders University

Email: pathways@flinders.edu.au

Mail: Flinders University, Sturt Road, Bedford Park SA 5042 or GPO Box 2100, Adelaide SA 5001