
Tracksy Terms of Service

Effective Date: 01/09/2025

These Terms of Service (“Terms”) set out your rights and responsibilities when using our software application known as **Tracksy** (“Platform”) via our website or any related services (“Service”). By creating an account, whether for a new workspace or joining an existing one, you agree that these Terms govern your access to and use of the Service.

These Terms, together with any written agreement between us and any applicable order forms, form a binding contract between you (“you”, “your”) and (“Tracksy”, “we”, “us”, “our”). Please read these Terms and our Privacy Policy carefully before using the Service.

We may update these Terms, the Service, or our Privacy Policy at any time. Changes take effect immediately upon posting. By continuing to use the Service after being notified of changes, you confirm that you understand and accept them.

1. Privacy Policy

Our Privacy Policy explains how we collect, store, and use your information when you use the Service. You can review it [here](#):

2. Communication with You

We may send you updates about Service features, maintenance, downtime, new opportunities, and other account-related matters. You can opt out of non-essential communications at any time, but we will still send important notices relating to your account and the Service.

3. Your Account

You are responsible for keeping your username and password secure and must not share them with others, including members of your workspace. You accept that we are not liable for any activity carried out through your account. You must take reasonable steps to prevent unauthorised access and must not use false details, impersonate another person, or mislead us or others.

4. Accuracy of Information

While we aim to provide accurate and up-to-date information, we do not guarantee that all content within the Service is complete, current, or error-free. The information provided is general in nature and should not be relied upon as the sole basis for making decisions without consulting more accurate or timely sources.

5. Payment and Subscription

You can subscribe to the Service by adding a valid payment method, processed securely by our payment partner Tyro and Stripe. All transaction data is encrypted.

We may agree to invoice you directly, with payment due within thirty (30) days of the invoice date.

We may change Subscription fees by giving you at least 30 days' notice. Updated pricing will be posted on our website and communicated to you by email.

Billing is based on your usage (e.g., number of appointments, SMS messages). You can adjust your account limits at any time, but changes are at your own risk. Adjustments will be billed proportionally until your next billing cycle. Credits may be applied immediately, but unused credits are non-refundable.

If you notice any billing errors, contact us promptly so we can resolve them. SMS credits can be purchased in addition to your Subscription.

6. Taxes

If any taxes or duties apply to your Subscription, you agree to pay them in addition to the fees owed. If you have a valid exemption, you must provide proof so we can issue invoices that may help you claim a refund or credit from the relevant authority.

7. Subscription Renewal

Unless otherwise stated in your Subscription, your plan will automatically renew for the same term unless you or we cancel it before the current term ends.

8. Cancellation

You may cancel your Subscription through your account settings. Cancellations via other methods will not be accepted.

All uploaded data will be permanently deleted or anonymised 60 days after cancellation, after which it cannot be recovered. No refunds are provided for unused

time or credits. Failure to pay fees when due may result in suspension or cancellation of your account.

9. Ownership, Licences and Access

You acknowledge that:

1. All rights, title, and interest in the **Intellectual Property**, anywhere in the world, belong to us or our licensors.
2. All rights in relation to the Intellectual Property are licensed to you, not sold.
3. You hold no ownership rights in the Intellectual Property, other than the right to use it in accordance with these Terms.
4. Nothing in these Terms transfers or assigns any Intellectual Property rights to you.

We grant you a limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Intellectual Property for the purpose of accessing and using the Tracksy Platform and Services during your active Subscription.

Tracksy does not claim ownership of the data you upload into the Service (“Your Data”). You grant us a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable licence to store Your Data and include it in our backups, in line with these Terms and our Privacy Policy.

Any feedback, suggestions, ideas, or recommendations you provide to us (“Feedback”) will become our sole and exclusive property from the moment it is provided. Unless you clearly state otherwise, Feedback will be treated as non-confidential and not considered personal information under the Privacy Act 1988 (Cth).

You must not, without our written consent:

- Rent, lease, sublicense, loan, sell, or commercially exploit the Intellectual Property, Platform, or Service.
- Modify, adapt, translate, reverse-engineer, decompile, disassemble, or create derivative works from them.
- Copy, reproduce, distribute, publish, display, or transmit any Intellectual Property in any form.
- Use them in a way that damages, disables, overburdens, or interferes with their functionality or security.

- Use automated tools (e.g., bots, spiders, data mining) to extract data from the Platform or Service.
 - Use them in a way that could harm our reputation or bring the Service into disrepute.
 - Use them unlawfully or in a way inconsistent with these Terms.
 - Infringe our rights or the rights of any third party.
 - Bypass or attempt to bypass any security measures.
 - Apply to register, or challenge the validity of, our Intellectual Property.
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10. Artificial Intelligence Features

Some features of the Tracksy Service (“AI Features”) are powered by technology provided by OpenAI LLC.

By using AI Features (which are optional), you agree to comply with OpenAI’s terms and policies, available at <https://openai.com/policies>. Breaching these policies may affect our ability to provide AI Features to you.

You acknowledge that:

- Any data you submit to AI Features (“Inputs”) will be handled in accordance with OpenAI’s policies.
- Submitting sensitive or confidential Inputs is at your own risk, and Tracksy is not liable for any misuse of such Inputs.
- AI Features will generate outputs (“Outputs”) based on your Inputs, and you are solely responsible for ensuring compliance with applicable laws and these Terms.

To the fullest extent permitted by law, you release Tracksy, its affiliates, officers, employees, and agents from any claims, losses, or liabilities arising from your use of AI Features, including inaccuracies or unexpected results.

10.5 Acceptable Use Policy (AUP)

You must not use AI Features to:

- Create or share harmful, illegal, misleading, or malicious content.
- Provide professional advice without review by a qualified professional.

- Infringe third-party rights.
 - Develop competing models or services.
 - Breach any applicable laws.
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11. Content You Submit to Us

If you submit any content (“Platform Content”) via the Platform or its interactive features, you grant us a perpetual, worldwide, non-exclusive, transferable, sublicensable, irrevocable, royalty-free licence to use, copy, modify, transmit, sell, create derivative works from, and distribute it for any purpose.

You warrant that you own all rights to the Platform Content, that it does not infringe third-party rights, and that you have obtained consent for any personal information included.

12. Template Feature – Service Agreements

If we provide a template service agreement feature, you acknowledge that:

- Tracksy is not a legal service provider.
 - Templates are general in nature and not tailored to your needs.
 - You must obtain independent legal advice before using them.
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13. Termination

Either party may terminate the Subscription if the other breaches these Terms and fails to remedy the breach within 7 days of notice. We may terminate immediately for material breaches that cannot be remedied.

14. Platform and Service Updates

We may perform maintenance or experience outages. We will try to give notice where possible but cannot guarantee uninterrupted access. You are responsible for backing up your data.

15. Indemnity

You agree to indemnify Tracksy, and our officers, employees, and agents against any claims, losses, or expenses arising from your use of the Platform or Service, or your breach of these Terms.

16. Limitation of Liability

The Platform and Service are provided “as is” and “as available”. To the maximum extent permitted by law, we exclude all liability for loss of profit, data, goodwill, or any indirect or intangible losses.