# **Terms of Service**

Last Updated: 8 November 2024

Welcome to **SalaryTrac** (the "App"). By using our services, you agree to the following Terms of Service. Please read these Terms carefully, as they constitute a legally binding agreement between you ("User") and the sole trader owner of the SalaryTrac app ("we", "us", "owners" or "our").

If you do not agree to these Terms, you may not access or use the App.

### 1. Acceptance of Terms

By downloading, installing, or using the App, you agree to be bound by these Terms of Service, along with our **Data Usage and Privacy Policy** and any other applicable policies. You affirm that you are at least 16 years old or have the consent of a parent or legal guardian to use this App.

### 2. Description of Services

The App is designed to collect and benchmark user data to provide insights and comparisons. The data we collect may include, but is not limited to, activity metrics and usage patterns. By using the App, you agree to the collection and analysis of this data for the purposes described in these Terms.

### 3. User Data and Privacy

We take your privacy seriously. All data collected through the App is processed in accordance with our **Data Usage and Privacy Policy**. By using the App, you consent to the collection, storage, and use of your data as outlined in the Data Usage and Privacy Policy.

**Anonymous Data**: The data collected is anonymous and aggregated for benchmarking purposes. Anonymous data cannot be traced back to you personally.

**Pseudonymous Data**: We do not collect data that is is pseudonymous (i.e., linked to a user identifier), and therefore data protection laws are not applicable. However, we take data security extremely seriously, and as such, we apply data protection law principles. Please refer to the Data Usage and Privacy Policy for details.

### 4. User Responsibilities

You agree to use the App in accordance with the following guidelines:

- You will not engage in any activity that could interfere with the operation of the App or the experience of other users.
- You will not attempt to gain unauthorised access to any part of the App or its data.

- You will not use the App to upload or distribute malicious software, content, or viruses.
- You will provide accurate and truthful information when required by the App.

### 5. Benchmarking and Data Sharing

The App benchmarks your data against anonymised data from other users to provide insights and comparisons. By using the App, you agree to allow us to use your anonymised data for benchmarking purposes. The benchmarking data is fully anonymised, ensuring that it cannot be used to identify you personally.

### 6. Intellectual Property

The App and all content, features, and functionality (including but not limited to software, text, graphics, logos, and the underlying code) are the exclusive property of the owners or its licensors. You may not copy, modify, distribute, or reverse-engineer any part of the App without express written permission.

### 7. Limitation of Liability

To the maximum extent permitted by law, we shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use of the App. This includes, but is not limited to, any errors, data loss, or service interruptions.

We provide the App "as is," without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

### 8. Data Security

We take reasonable measures to secure your personal data, but we cannot guarantee that unauthorised third parties will never be able to defeat our security measures. By using the App, you acknowledge that you provide your data at your own risk. However, given the anonymous nature of the data provided, the risk of personal identification is minimised.

#### 9. Termination

We reserve the right to suspend or terminate your access to the App at any time, for any reason, including but not limited to violations of these Terms. Upon termination, you will no longer be permitted to use the App, and any data associated with your account may be deleted in accordance with our data retention policies.

### 10. Changes to the Terms

We reserve the right to modify these Terms at any time. If changes are made, we will notify you by posting the updated Terms within the App or via email. Your continued use of the App after such changes constitutes your acceptance of the updated Terms.

## 10. Contact Us

If you have any questions about these Terms of Service or the App, please contact us at:

salarytrac@gmail.com