

These terms and conditions (**Terms**) are between you and The University of Melbourne (ABN 84 002 705 224) (**we, our, us or the University**) and govern your use of the SEMA3 (Smartphone Ecological Momentary Assessment) web-based and mobile application based research platform (the **SEMA3 Platform**) which is comprised principally of (1) the researcher portal at <https://sema3.eresearch.unimelb.edu.au/> (**SEMA3 Researcher Portal**) to be used by you to create and administer research surveys of persons you have identified and have agreed to participate in your research (**Participants**); and (2) the mobile-based SEMA3 smartphone applications made available for download by Participants for them to complete your research surveys (**SEMA3 App**). By accessing and using the SEMA3 Platform you agree to be bound by and abide by these Terms.

Article 1. Service access

- 1.1 To request access the SEMA3 Platform You must successfully complete your online registration (<https://sema3.com/legal.html>). Upon your acceptance of these Terms and your request for access being approved the University will provide you with access to the SEMA3 Researcher Portal. .
- 1.2 Subject to clause 3, you may invite Participants who have agreed to participate in your research project:
 - 1.2.1 to download the SEMA3 App from either of the following mobile app store providers (each an **App Store**) subject to their terms and conditions:
 - 1.2.1.1 Apple Inc (or its subsidiary) – via <https://apps.apple.com/au/app/sema3/id1427120118>; or
 - 1.2.1.2 Google LLC (or its subsidiary) – via <https://play.google.com/store/apps/details?id=au.edu.unimelb.eresearch.sema3>; and
 - 1.2.2 to follow the standard participant-onboarding process outlined in the SEMA3 manual (<https://sema3.com/manual.html>).
- 1.3 For any Participant whom you onboard into the SEMA3 Platform, you must:
 - 1.3.1 ensure the Participant is aware of and agrees to the Additional Terms (<https://sema3.com/legal.html>).
 - 1.3.2 ensure you have all required approvals in connection with the conducting of your research (including any ethics or other approval required by the University).

Article 2. Content provided through the App

- 2.1 Unless you are an employee of the University, or have otherwise agreed with the University, you retain all of your intellectual property rights in any content you input into the SEMA3 Platform or that a Participant inputs into the SEMA3 App (**Research Content**). The University does not claim ownership of any of your Research Content (unless you are an employee of the University or have otherwise agreed with the University).
- 2.2 You grant the University a worldwide, royalty free licence to use any of your Research Content (to the extent not already owned by the University), but only for the purposes of (i) providing services to the Researcher using the SEMA3 platform, (ii) for the purposes of the University analysing certain usage statistics of the SEMA3 Platform to improve the SEMA3 Platform or related services, (iii) or for our internal operational purposes. As part of this you

acknowledge that Research Content you input into the SEMA3 Platform will be provided to the Participant.

- 2.3 You represent and warrant that: (a) you own or control the appropriate rights in and to your Research Content, including any intellectual property owned by third parties; and (b) you will not submit, upload, or otherwise make available via the SEMA3 Platform, any Research Content or materials that are in breach of law or are otherwise offensive or inappropriate as determined by us. You acknowledge that the services provided via the SEMA3 Platform does not include review or moderation of any of your Research Content by the University.

Article 3. Use of the SEMA3 Platform

- 3.1 You acknowledge and agree that the SEMA3 Platform is owned by the University and will not make any claim you have any intellectual property rights in the SEMA3 Platform (other than any Research Content not already owned by the University). These terms do not grant you any rights to use the University's name, brand or trademarks (including SEMA3) except where incidental to you using and receiving the service via the SEMA3 Platform.
- 3.2 The University grants you a non-transferable licence to access and use the SEMA3 Platform and any University content made available through the SEMA3 Platform in accordance with these Terms and solely for the purposes of receiving the SEMA3 Platform services in connection with your research project.
- 3.3 You acknowledge and agree that the research, including the questions and information you seek and obtain via the SEMA3 App are solely your responsibility and it is your sole responsibility to interface with Participants and make all necessary contractual and other arrangements for your research activities with Participants. The University gives no representations as to the operation of the SEMA3 Platform or the accuracy of any outputs from the SEMA3 Platform and the SEMA3 Platform should be used as a guide only, and not as a source upon which any decisions are made. Before using any information obtained via the SEMA3 Platform you should independently verify the accuracy, currency or completeness of that information. The University is not liable to you or anyone else for any decision made or action taken in reliance upon any information obtained through the SEMA3 Platform.
- 3.4 The University may suspend or cancel your access to or use of the SEMA3 Platform (or any Participant's use of the SEMA3 App), at any time without prior notice.
- 3.5 You may not circumvent or bypass any technological protection measures in or relating to the SEMA3 Platform or disassemble, decompile or reverse engineer any software or other aspect of the SEMA3 Platform, except and only to the extent that the applicable copyright law expressly permits you to do so. You may not use the SEMA3 Platform for any unauthorised way that could interfere with anyone else's use of the SEMA3 Platform or gain access to any service, data, account or network. You may not enable access to the SEMA3 Platform by unauthorised third-party applications.
- 3.6 You must not knowingly introduce any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful to the SEMA3 Platform.

Article 4. Privacy

- 4.1 Any personal information or data submitted via the SEMA3 Platform will be handled by the University in accordance with the SEMA3 Privacy Policy (<https://sema3.com/legal.html>)

Article 5. Warranties and indemnity

- 5.1 To avoid doubt, the University and the mobile device platform from whom you downloaded the SEMA3 App have no obligation to provide maintenance and support services in relation to the SEMA3 Platform which is provided on an “as is” basis.
- 5.2 In addition to any rights you may have under these Terms, you may also have other rights under statutes which vary from jurisdiction to jurisdiction. In particular, you may have statutory rights under consumer guarantees or terms which apply to the supply of products or services, which cannot be excluded, restricted or modified by these Terms (collectively, **Consumer Guarantees**).
- 5.3 These Terms do not exclude, restrict or modify the application of the Consumer Guarantees or any other condition, warranty, guarantee, right or remedy conferred by or implied under any provision of any statute where to do so would (i) contravene the relevant statute; or (ii) cause any part of these Terms to be void and/or unenforceable.
- 5.4 Other than the Consumer Guarantees, the University excludes all warranties, conditions or other terms, whether implied by statute or otherwise including, without limitation, all representations or warranties, either express or implied, about content contained on the SEMA3 Platform or services provided to you through the SEMA3 Platform for any purpose (including representations about the accuracy, currency, completeness or suitability of the information published on the SEMA3 Platform).
- 5.5 Except for liability under the Consumer Guarantees, the University excludes liability for all Losses suffered or incurred by any person: (i) in connection with or in any way relating to the SEMA3 Platform, including any disruption to the SEMA3 Platform or interference with or damage to computer systems or other electronic devices; or (ii) in connection with any errors, omissions or inaccuracies contained in any information published on the SEMA3 Platform, including Losses in connection with your reliance on information obtained through the SEMA3 Platform; and otherwise under or in connection with these Terms.
- 5.6 Except for liability under the Consumer Guarantees, to the extent that the University is unable to exclude its liability under section 5.5, the University limits its liability, at the University's option and to the maximum extent permitted by law, to: (i) resupplying the services or equivalent services; or (ii) paying the cost of having the services or equivalent services resupplied.
- 5.7 You indemnify the University and each of its directors, officers, employees, agents, advisers, consultants and contractors (collectively, **Indemnified Persons**) against all Losses arising from or relating to: (i) your or your Participant's use of the SEMA3 Platform; (ii) your breach of these Terms or breach of law; (iii) your Participant's failure to comply with the Additional Terms; or (iv) any claim alleging that you or a Participant have infringed the intellectual property or other rights of any person.
- 5.8 If any Indemnified Person suffers or incurs any Loss as a result of your breach of these Terms or other act or omission and the University would have been able to recover those Losses if

the Losses were suffered or incurred by the University, then the University will be able to recover those Losses as if those Losses were suffered or incurred by the University.

- 5.9 In these Terms, **Losses** means all liabilities, losses, damages, costs and expenses including: (i) direct, indirect or consequential liabilities, losses, damages, costs and expenses; (ii) legal costs and disbursements, whether incurred or awarded against a party, including costs of investigation, litigation, settlement and compliance with judgments; and (iii) interest, fines and penalties, suffered or incurred by any person, and whether arising in contract, tort (including negligence) or otherwise.
- 5.10 To avoid doubt, the University (rather than the App Store you downloaded the SEMA3 App from), is responsible for addressing any claims relating to the SEMA3 App, including: (i) product liability claims; (ii) any claim that the SEMA3 App fails to confirm to any applicable legal or regulatory requirement; and (iii) claims arising under the Consumer Guarantees. Similarly, you and the University acknowledge that, in the event of any third-party claim that the SEMA3 App or your possession or use of the SEMA3 App infringes that third party's intellectual property rights, the University, (rather than the App Store you downloaded the SEMA3 App from), will be solely responsible for the investigation, defence, settlement and discharge of any such claim.

Article 6. General

- 6.1 The University may change these Terms at any time. The most current version of these Terms is available at <https://sema3.com/legal.html>. You agree to be bound by the changed terms if you continue to use the SEMA3 Platform after the terms have changed.
- 6.2 If any part of these Terms is held to be invalid, illegal, or unenforceable, that part will be severed and the remaining parts of these Terms will continue in force.
- 6.3 These Terms are governed by the laws applicable in the State of Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of that State.
- 6.4 If you have any questions, complaints or claims in respect of these Terms or the SEMA3 Platform, please contact sema-team@unimelb.edu.au.