



DriveSafe Diagnostics Acceptable Use Policy (AUP)

1 Document Version Control

Version	Date Released
V1.0-AUP	November 28, 2023

2 Definitions and Notes

- **"Ts & Cs"** means these Terms and Conditions
- **"Product(s)"** means assessment instruments (including but not limited to software, websites, digital apps and reports) and related materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published, supplied or made available by DriveSafe Diagnostics pursuant to these Ts & Cs.
- **"Service(s)"** means DriveSafe Diagnostics' websites, apps, digital products, and everything that powers them.
- **"Customer"** means the qualified and registered user of the Product(s) and Services(s) whose eligibility to use the Product(s) and Service(s) is determined by DriveSafe Diagnostics in its sole discretion, who are individually and collectively are referred to as "Customer."
- **"DriveSafe Diagnostics"** means DriveSafe Diagnostics Pty Ltd ABN 14667326472 ("DriveSafe Diagnostics" or "us") with registered office at 28 Cheviot Street, Ashbury, NSW 2193, Australia.

3 Introduction

DriveSafe Diagnostics has adopted this Acceptable Use Policy ("AUP"), which governs your use of all DriveSafe Diagnostics Products and Services.



DriveSafe Diagnostics' online terms of use, including but not limited to [DriveSafe Diagnostics' Terms and Conditions of Sale and Use](#) ("TCSU") which incorporates this AUP by reference and, as such, this AUP forms part of DriveSafe Diagnostics' agreement with you. Any violation of this AUP is therefore also a breach of any agreement referencing this AUP. If you have any questions about this AUP, please contact us at info@drivesafediagnosics.com.

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4 Unacceptable uses of Products and Services

Don't do things to break, degrade, slow down, allow unauthorized access to, reduce security of, hack, or otherwise hurt the Services or the computer networks that provide them.

You are expressly prohibited from any conduct that: (1) threatens the security, integrity, or availability of the Services; (2) provides or facilitates access to the Services by unauthorized users or services; and/or (3) results in prohibited duplication, transmission, or exposure of the Materials, Applications, or User Content (as defined below) associated with the Services. You shall not use the Services in violation of this AUP, any applicable local, state, national, or international law or regulation, and/or the academic rules or policies of your Institution. Nor shall you use the Services in a manner which threatens the security, stability, or integrity of the Services or networks connected to the Services ("Service Network").

Without limiting the foregoing, you acknowledge and agree that you will not take any action to:

- frame or utilize framing techniques to enclose any part of the Services or Materials;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; including using another person's Account Credentials (including passwords) or making your Customer Account or Account Credentials available for use by others;
- use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code," or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of the Products of Services, any data or content found on or accessed through the Services, or any other Materials without the prior written consent of DriveSafe Diagnostics;
- introduce viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful;
- attack our websites via a denial-of-service attack or a distributed denial-of service attack (a breach of this provision would commit a criminal offense and we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them, and in the event of such a breach, your right to use the Services will cease immediately);
- violate any measure employed to limit or prevent access to the Products and Services or Materials or otherwise obtain or attempt to obtain through any means any



content, functionality, Materials or other information which has not been intentionally made available to you either by visible display on the Products or Services or access through a visible link on the Services;

- decompile, reverse engineer, or otherwise attempt to obtain the source code of the Products or Services or Applications;
- attempt, in any manner to gain unauthorized access to the Service Network, attempt to gain unauthorized access to our websites, the server on which our websites are stored or any server, computer or database connected to our Service Network, obtain the password, Account Credentials, or other security information from or of any other Authorized User, or otherwise violate the security of the Service Network or access encrypted codes;
- interfere with or disrupt (or attempt to interfere with or disrupt) the proper working of the Services or Service Network, or violate any requirements, procedures, policies or regulations of the Service Network;
- take or attempt any action that, in the sole and absolute discretion of DriveSafe Diagnostics, imposes or may impose an unreasonable or disproportionately large load or burden on the Service Network, disrupts the normal flow of data, or threatens the stability of the Services or Service Network; or
- engage in any conduct which, in DriveSafe Diagnostics' sole and absolute discretion, diminishes the pedagogical or commercial value of the Services or Materials, infringes any proprietary rights in the Services, Materials, or Applications, or otherwise violates this AUP.

5 You may upload only certain content to the Services, and anything you post to DriveSafe Diagnostics Services must comply with our Community Guidelines

You must own (or have the appropriate rights to use) anything you upload to the Services, and your posts and uploads to DriveSafe Diagnostics must not violate our Community Guidelines.

The Services may provide functionalities ("Social Features") for Authorized Users to create, upload, or post questions, responses, comments, ideas, articles, information, data, text, multimedia content, chat conversations or logs, messages, and other materials or submissions ("User Content"). You may only post User Content that is your own original work or for which you have obtained the necessary rights or permissions for reproduction and public display through the Services, and which includes any applicable ownership or attribution notices. (Note: The fact that content is publicly available on the Internet does not mean that such content may be freely used without seeking prior permission from the owner.) You are solely responsible for User Content that you post on the Services and agree not to create, post, upload, or link to any Prohibited User Content (as defined below). DriveSafe Diagnostics does not pre-screen User Content and assumes no responsibility for User Content. The views and opinions expressed in any User Content do not necessarily



reflect those of DriveSafe Diagnostics or its licensors. DriveSafe Diagnostics has the right (but not the obligation), in its sole discretion, to monitor, refuse to post or otherwise distribute, or remove any User Content for any reason and to terminate your access to the Services, or take other appropriate legal action, to prevent further posting or distribution of Prohibited User Content. If you discover any Prohibited User Content and would like to inform us, please contact us at info@drivesafediagnosics.com

You are prohibited from uploading this type of content

Don't upload pornographic, hateful, confidential, harmful, or other inappropriate content, and don't use the Services to harass people, send spam, etc.

You will, at all times, comply with all applicable local, state, federal, and foreign laws in using the Services. You agree that you will not (directly or through others) contribute, create, upload, post, link to, or otherwise cause the distribution of any content ("Prohibited User Content"), or use the Products and Services in any manner, that:

- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, indecent, offensive, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable, or in violation of the rules or policies of the Institution;
- infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party or which you do not have a right to transmit under any law or under contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- jeopardizes the security, availability, or integrity of the Products and Services or causes harm to any user and his or her property through the use of malicious code or other contaminating or destructive devices;
- transmits advertising material and/or any unsolicited or unauthorized promotional materials, junk mail, SPAM, chain letters, or any other form solicitation in violation of any applicable rules, regulations, or laws or otherwise interferes with the proper working of the Services or Service Network; or
- otherwise violates the terms of this AUP.

6 Related Policies



6.1 DriveSafe Diagnostics – Terms and Conditions

A current copy can be found at <https://drivesafediagnosics.com/s/Terms-and-Conditions-CURRENT.pdf> and may be changed at any time at DriveSafe Diagnostics' discretion.

6.2 DriveSafe Diagnostics – Privacy Policy

A current copy can be found at <https://drivesafediagnosics.com/s/Privacy-Policy-CURRENT.pdf> and may be changed at any time at DriveSafe Diagnostics' discretion.