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10. You are responsible for maintaining the confidentiality of data you input in the App, and are responsible for any use you make of the App.
11. To the extent permitted by law, you agree we are not liable for any special, incidental, indirect, punitive or consequential damages arising from

or relating to your use or inability to use the App, including:

- (a) loss of profits, revenues, time, money, opportunity, privacy, or confidential or other information;
  - (b) the loss, corruption, removal or amendment of any data including your App account and user information.
12. You may have consumer rights under your local laws that this Licence cannot change, but to the extent permitted by law, our total cumulative liability to you in connection with this Licence, whether in contract or tort or otherwise, will not exceed the greater of \$10, or the fees we received from you for use of the App.
  13. You are fully responsible for all costs associated with your accessing and use of the App including mobile or Internet charges.
  14. We will hold your personal information in accordance with the following Privacy Statement:  
**Privacy Statement**
    - (a) In collecting, storing, using and disclosing personal information, we are required to comply with the Information Privacy Act 2009 (Qld) (**IP Act**) and the Information Privacy Principles (**IPPs**).
    - (b) In order to use the App you may be required to register and provide your personal information in the form of your name, your phone number and your email address (the **personal information**).
    - (c) The personal information may be held, used and disclosed by us for the purposes of the Fraser Island Guide Project (**Project**) including to contact you in relation to your participation in the Project and use the data provided by you or your organisation for the Project.
    - (d) If you have concerns regarding personal information and the App, please contact us at [fraserislandapp@usc.edu.au](mailto:fraserislandapp@usc.edu.au).
  15. This Licence embodies the entire understanding, and entire terms you and we agree in relation to the App.
  16. If at any time a provision of this Licence is or becomes illegal, invalid or unenforceable, that will not affect or impair the legality, validity or enforceability of any other provision of this Licence.
  17. This Licence is governed by and must be construed according to the law of Queensland. By using the App you submit to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts.