

Terms of Service (ToS)

Byrne Innovations Pty Ltd

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1. Introduction

These Terms of Service (“Terms”) govern your use of the Harmony application and related services (“Service”), provided by Byrne Innovations Pty Ltd (“Harmony”, “we”, “us”, or “our”), trading as Harmony.

By creating an organisation account, you agree to these Terms. If you do not agree, you may not use the Service.

2. Definitions

- **Organisation:** The school, educational body, or other entity registering to use the Service.
- **Administrator:** The authorised representative of the Organisation who manages the account.
- **Respondent:** A teacher, caregiver, or other authorised person invited by the Organisation to submit information.
- **Space:** A cohort of students managed within the Service.
- **Data:** Any information input into the Service, including personal information of students.

3. Account Registration & Access

- The Organisation must provide accurate account information.
- Only authorised Administrators may configure Spaces or invite Respondents.
- The Organisation is responsible for all activity under its account, including that of Respondents.

4. Scope of Service

- The Service provides tools to collect student information and assist in grouping students (e.g., into classrooms).
- The Service is an **aid to decision-making only**. The Organisation remains solely responsible for reviewing and approving all groupings before use.

5. Data Security, Ownership & Use

- The Organisation retains ownership of all Data it inputs into the Service.
- Harmony retains ownership of the Service and all related intellectual property.
- The Organisation grants Harmony a licence to store, process, and display Data for the purpose of providing the Service.
- Harmony may use anonymised and aggregated data to improve the Service and produce statistical insights.

Data Security

We take reasonable steps to protect the personal information you provide to us from misuse, interference, loss, unauthorised access, modification, or disclosure. These steps include, but are not limited to:

- Encrypting data at rest and in transit using industry-standard protocols;
- Implementing access controls and authentication measures to restrict access to authorised personnel only;
- Regularly monitoring and auditing our systems for vulnerabilities and suspicious activity;

- Employing secure development practices and conducting periodic security reviews;
- Using third-party providers, such as Supabase, who maintain robust security and compliance standards.

Despite these measures, no internet-based system can be completely secure. Therefore, we cannot guarantee absolute security of your information.

Data Breach Notification

In accordance with the Privacy Act 1988 (Cth) (Australia) and the Privacy Act 2020 (NZ), if we become aware of a data breach that is likely to result in serious harm to you, we will:

1. Notify the Office of the Australian Information Commissioner (OAIC) where affected individuals are in Australia;
2. Notify the New Zealand Privacy Commissioner where affected individuals are in New Zealand; and
3. Notify you and affected individuals promptly, providing details of:
 - The nature of the breach;
 - The types of information involved;
 - Recommended steps you can take to protect yourself;
 - Our contact details for further information.

We encourage you to contact us immediately if you suspect any unauthorised access or misuse of your personal information.

6. Privacy & Consent

- The Organisation is responsible for ensuring it has all necessary consents and legal authority to provide Data (including student personal information) to Harmony.
- The Organisation must ensure Respondents are informed about how their information will be used and linked to Harmony's Privacy Policy.

7. Fees & Payment

- Fees are billed monthly in advance unless otherwise agreed.
- Payment is due within 14 days of invoice.
- Failure to pay may result in suspension of the Service.
- All fees are exclusive of GST unless stated otherwise.

8. Prohibited Conduct

You must not:

- Attempt to reverse-engineer or copy the Service.
- Use the Service for any unlawful or unauthorised purpose.
- Introduce malicious code or disrupt the Service.

9. Disclaimer

The Service is provided "as is". We make no guarantees that the Service will be uninterrupted or error-free. We are not responsible for the accuracy of algorithmic outputs; Organisations must verify results before use.

10. Limitation of Liability

To the maximum extent permitted by law:

- Our total liability for all claims in any 12-month period is limited to the fees paid by the Organisation in the **preceding 6 months**, or \$100 if no fees were paid.
- We are not liable for any indirect, incidental, or consequential loss, loss of profits, or loss of opportunity.

11. Termination

- We may suspend or terminate access for breach of these Terms.
- The Organisation may terminate by closing its account; no refunds will be given for unused periods.
- Upon termination, we will delete or return Data upon written request, subject to any legal obligations.

12. Changes to Terms

We may update these Terms from time to time. Changes will take effect on the Organisation's next login, where the Administrator will be prompted to accept the updated Terms before proceeding.

13. Governing Law & Dispute Resolution

- These Terms are governed by the laws of Queensland, Australia, and, where applicable to New Zealand users, the laws of New Zealand.
- Parties submit to the exclusive jurisdiction of the courts of Queensland, and for New Zealand users, the courts of New Zealand.