

ChippyMate - Offcut

Terms and Conditions

Effective Date: 15/10/2026

1. Acceptance of These Terms

These Terms and Conditions (the “Terms”) govern your access to and use of the Offcut mobile application, ChippyMate website and related services (collectively, the **Services**) operated by **ChippyMate Pty Ltd (ABN 47 702 485 005)** (“ChippyMate”, “Offcut”, “we”, “our” or “us”).

By downloading, accessing or using the Services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Services.

Our Privacy Policy forms part of these Terms and explains how we collect, use, disclose and protect your personal information.

2. Eligibility

You must have the legal capacity to enter into these Terms and use the Service. If you are under the age of 18 or legal majority, you should obtain permission from your parent or legal guardian before making the purchase.

3. User Accounts

To access certain features, you must create an account.

You agree to:

- provide accurate, complete and current information;
- maintain the accuracy of your account information;
- keep your login credentials confidential;
- notify us promptly if you become aware of unauthorised access to your account; and
- accept responsibility for all activities conducted through your account.

You are responsible for maintaining the security of your account and password.

4. Subscription Services

Certain features of Offcut are available through paid subscription plans.

Subscription pricing, billing frequency and available plans are displayed before purchase.

Your subscription remains active until cancelled in accordance with these Terms and the applicable subscription provider's terms.

5. Payments

Subscriptions may be purchased through the Apple App Store, Google Play or another authorised subscription provider.

Payments are processed by the relevant platform in accordance with its own terms and privacy policy.

Offcut does not collect or store your complete payment card details.

Subscription pricing may change from time to time. Where required by law, we will provide notice before any pricing changes take effect.

6. Automatic Renewal and Cancellation

Unless cancelled before the end of the current billing period, subscriptions automatically renew.

Subscriptions purchased through the Apple App Store or Google Play must be cancelled through the platform from which they were purchased.

Deleting your Offcut account does not automatically cancel an active subscription.

Cancellation takes effect at the end of the current paid subscription period unless otherwise required by law.

7. Free Trials

Where Offcut offers a free trial, it is available only to eligible users unless otherwise stated.

We may determine eligibility using reasonable methods, including account information and other technical measures.

We reserve the right to refuse, suspend or terminate free trial access where we reasonably believe a user has attempted to obtain multiple free trials contrary to these Terms.

8. Refunds

Subscription fees are generally non-refundable except where required by applicable law or the policies of the relevant subscription provider.

If you believe you have been charged incorrectly, please contact us promptly.

9. Acceptable Use

You agree that you will not:

- use the Services for unlawful or fraudulent purposes;
- upload malicious code, viruses or harmful software;

- interfere with the operation or security of the Services;
- attempt to gain unauthorised access to our systems;
- reverse engineer, decompile or disassemble the Services except where permitted by law;
- circumvent subscription or licensing restrictions;
- scrape, harvest or automatically collect information from the Services;
- upload content that infringes another person's intellectual property or privacy rights;
- misuse AI-powered features for unlawful, misleading or harmful purposes; or
- use the Services in any manner that could damage, disable or impair their operation.

We may suspend or terminate accounts that breach these Terms.

10. User Content

You retain ownership of any information, documents, photographs, drawings, notes, measurements or other content you upload or create using the Services ("User Content").

By uploading User Content, you grant Offcut a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, process, transmit and display that content solely for the purpose of providing, maintaining, securing and improving the Services.

You warrant that:

- you own or have the necessary rights to upload the User Content;
 - your User Content does not infringe any third-party rights; and
 - your User Content complies with applicable laws.
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11. Artificial Intelligence Features

Offcut may provide artificial intelligence (AI) and voice-enabled functionality.

AI-generated responses are produced automatically and may be inaccurate, incomplete or unsuitable for your particular circumstances.

AI features are provided for general productivity and informational purposes only.

You remain solely responsible for reviewing, verifying and determining the suitability of any AI-generated content before relying upon it.

Nothing generated by the AI should be treated as engineering, architectural, surveying, legal, financial, regulatory or professional advice.

12. Intellectual Property

The Services, including all software, graphics, text, logos, trademarks, designs, databases and other materials, are owned by or licensed to Offcut and are protected by intellectual property laws.

Except as expressly permitted by these Terms, no rights are granted to you.

13. Third-Party Services

The Services rely upon third-party providers including cloud hosting providers, subscription platforms, artificial intelligence providers, analytics providers and communication services.

Your use of certain third-party services may also be subject to the terms and privacy policies of those providers.

Offcut is not responsible for services provided directly by third parties.

14. Availability and Changes

We aim to keep the Services available but do not guarantee uninterrupted, secure or error-free operation.

We may:

- modify features;
- introduce new functionality;
- discontinue features;
- update AI models;
- change third-party providers; or
- perform maintenance,

at any time without liability, except where prohibited by law.

Certain features may be designated as beta or experimental and may change or be removed without notice.

15. No Professional Advice

Offcut provides digital productivity tools for users in the building and construction industry.

The Services do not provide professional engineering, surveying, architectural, legal, financial, safety or building compliance advice.

Users remain responsible for independently verifying all measurements, calculations, plans, estimates, AI-generated information and other outputs before relying upon them.

16. Disclaimer

To the maximum extent permitted by law, the Services are provided on an "as is" and "as available" basis.

We do not warrant that:

- the Services will always be available;
- the Services will be uninterrupted or error-free;
- defects will be corrected immediately; or
- information generated by the Services will always be accurate, complete or suitable for your intended purpose.

17. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantees, rights or remedies you may have under the **Competition and Consumer Act 2010 (Cth)** or other applicable laws that cannot lawfully be excluded.

Where permitted by law, our liability for breach of any non-excludable guarantee is limited to supplying the Services again or paying the cost of having the Services supplied again.

18. Limitation of Liability

To the fullest extent permitted by law, Offcut will not be liable for any indirect, incidental, consequential, special or exemplary loss or damage, including loss of profits, loss of revenue, loss of business opportunity, business interruption, loss of goodwill or loss of data.

Without limiting the above, Offcut is not liable for any loss arising from:

- reliance on AI-generated content;
- errors in user-provided information;
- loss or corruption of User Content;
- decisions made using information produced by the Services;
- outages or failures of third-party service providers; or
- events beyond our reasonable control.

Subject to any rights or remedies that cannot be excluded under applicable law, Offcut's total aggregate liability arising out of or in connection with the Services, whether in contract, tort (including negligence), statute or otherwise, will not exceed the total subscription fees paid by you for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.

19. Force Majeure

We are not liable for any delay or failure to perform our obligations were caused by circumstances beyond our reasonable control, including natural disasters, internet outages, cyber incidents, government action, labour disputes, failures of cloud providers or telecommunications services.

20. Suspension and Termination

We may suspend or terminate your account where we reasonably believe you have:

- breached these Terms;
- engaged in fraudulent or unlawful activity;
- failed to pay subscription fees;
- compromised the security of the Services; or
- otherwise misused the Services.

You may stop using the Services at any time.

Account deletion is governed by our Privacy Policy.

21. Privacy

Your use of the Services is also governed by our Privacy Policy.

By using the Services, you acknowledge that your personal information will be handled in accordance with that policy.

22. Changes to These Terms

We may amend these Terms from time to time to reflect changes to our Services, business operations or applicable law. Where required by law, we will provide reasonable notice of any material changes. By continuing to access or use the Services after the updated Terms take effect, you agree to be bound by the revised Terms.

23. Governing Law

These Terms are governed by the laws of the State of Victoria, Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts, subject to any rights available under applicable consumer protection laws.

24. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Offcut regarding your use of the Services.

25. Severability

If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.

26. Waiver

A failure or delay by Offcut to exercise any right under these Terms does not constitute a waiver of that right.

27. Assignment

We may assign or transfer our rights and obligations under these Terms in connection with a merger, acquisition, corporate restructure or sale of our business.

You may not assign your rights or obligations under these Terms without our prior written consent.

28. Contact Us

If you have any questions regarding these Terms, please contact:

ChippyMate Pty Ltd

ABN: 47 702 485 005

Email: support@chippymate.com.au