Privacy Policy

At RiskSafe, we are committed to protecting your privacy, and we have created this Privacy Policy as part of our Terms of Service to explain what information we collect, how your information is collected, and how we may use it on our website getRiskSafe.com and other websites and services that we operate.

As you will see in the Policy, we only use the information collected to improve our services for our users. If after reviewing the Policy you have any further questions, please contact us at[support@getRiskSafe.com](mailto:support@getRiskSafe.com).

**1. Definitions**

When we say, “we,” “our,” or “us,” we’re referring to Suburbiya, PTY LTD, an Australian limited liability company, our employees, directors, officers, affiliates, and subsidiaries.

When we say “you” or “your,” we are referring to the person or entity that’s registered with us to use the RiskSafe Services.

When we say “Websites,” we mean our websites located at getRiskSafe.com, RiskSafeapp.com, including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

When we say “Services,” we mean our Websites, Application Programming Interfaces (APIs), applications, our content, and various third-party services that make up RiskSafe.

When we say “RiskSafe,” we mean our Websites and Services collectively.

When we say “information,” we mean all of the different forms of data that you provide us and that we collect from you from your use of the Services, your software, and your devices.

**2. Information We Collect**

1. **Information you provide to us:** When you register for and use RiskSafe, you are providing us with information, which we collect. This information may include your name, billing and mailing address, email address, phone number, and credit card information. We use a third-party intermediary to manage credit card processing. This intermediary is not permitted to store, retain, or use your billing information for any purpose except for credit card processing on our behalf.
2. **Information from your use of Services:** This information may include IP Address, location information, date and time, browser type, and any other action you might have taken to use and while using the Services.
3. **Cookies:** When you use RiskSafe, we store "cookies," which are strings of code, on your computer. We use those cookies to collect information about when you visit our Website, when you use the Services, your browser, your operating system, and other similar information. Most browsers allow you to block and delete cookies. However, if you block our cookies, our Services may not work properly.
4. **Third Party Cookies:** The use of cookies by third parties is not covered by our Privacy Policy. We do not have access or control over these cookies. Third parties use session ID cookies to make it easier for you to navigate our Websites. We use third-party services to provide the necessary hardware, software, networking, storage, and related technology required to run and improve our Services.
5. **Web Beacons:** Our third party partners may employ web beacons to track online user movement to help us better understand what content is effective. Web beacons are tiny graphics with a unique identifier that are embedded in websites and in newsletter emails. With web beacons, our third party partners may collect information about you, such as your IP address, your browser or email client type, and other similar details. We use the data from our third party partners to improve our services.

**4. How We Use Your Information**

1. To create your account.
2. To bill you for services.
3. To provide customer support.
4. To transfer your information in the case of a sale, merger, consolidation, or acquisition.
5. To better understand your needs and interests.
6. To send newsletters.
7. To personalize your experience.
8. To improve our Services and our products.
9. To send you updates and alerts and to contact you about your account.
10. To respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims.

If you no longer wish to receive our newsletters, you may unsubscribe by following the link located within our emails.

**5. How We Share and Disclose Your Personal Information**

While we never share your personal information with nonaffiliated companies, we may share your personal information in the following ways:

1. We may share information with service providers who provide necessary services to RiskSafe and to strategic partners who help us market RiskSafe - for instance to send out newsletters or to process payments.
2. To provide customer support.
3. When we have your permission to share your information.
4. When we have given you prior notice that the information will be shared.
5. When we are required by law, or legal process to disclose that information – such as a valid court order or a valid subpoena. When we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to a valid government request.
6. To enforce our terms and conditions or to protect our operations or users.
7. If a transfer of your information is required under the terms of a reorganization, merger, or sale of the company.
8. When we determine that information is aggregate information or other information that does not identify you.

**6. Public Information and Third Parties**

1. RiskSafe Blog: We have public blogs on our Website. Any information you provide in these areas may be read, collected, and used by anyone. If your personal information appears on our blogs and if you would like to remove it, you can send your request to [support@getRiskSafe.com](mailto:support@getRiskSafe.com). In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.
2. Third Parties: We are not responsible and this Privacy Policy does not cover your use of any third-party widgets, features, or websites or links to third-party websites or services. We encourage you to read the privacy policy of any third-party site you visit or service you use carefully.
3. We publish customer testimonials on our website, which may contain personal information. We obtain consent to post the customer’s name along with their testimonial. To request the removal of your personal information from a testimonial, please email us at [support@getRiskSafe.com](mailto:support@getRiskSafe.com).
4. Social Media Widgets: Our Websites include social media features. These features may collect your IP address, which page(s) you are visiting, and may set cookies to make sure they function properly. Social media features and widgets are either hosted by a third party or hosted directly on our site. Your interactions with those features are governed by the privacy policy of the companies providing them.

**7. Security**

We take precautions — including administrative, technical, and physical measures — to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

We follow generally accepted industry standards to protect your information, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, however, is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

When you enter sensitive information (such as credit card number) on our order form, we encrypt the transmission of that information using secure socket layer technology (SSL).

**8. Correcting and Updating Information**

If you are our customer and would like to access or delete information that you provided, you may do this by signing in to RiskSafe and making the change or by emailing us at support@getRiskSafe.com. We will respond to your request within 30 days. We may decline to process unreasonable requests or requests that are not otherwise required by local law.

We retain your information and data that we process on your behalf as long as your account is active, as needed to provide our Services, and as necessary to comply with our legal obligations and resolve disputes.

We have no direct relationship with third parties with whom our users may interact using the Services. Any such party who would like to amend or delete data which may be stored in the Services should direct his or her request to the applicable RiskSafe user acting as the “data controller” for such information.

Any such party who no longer wishes to be contacted by a RiskSafe user, should contact that RiskSafe user directly.

**9. Updates to this Privacy Policy**

We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here and by email.

**10. Effective Date**

This Privacy Policy has the same Effective Date as our Terms.

**11. Questions**

If you have any questions or concerns about our Privacy Policy please contact us with the following information:

Address: RiskSafe, 553 Waverley Rd, East Malvern, Victoria, Australia 3175  
Email: [support@getRiskSafe.com](mailto:support@getRiskSafe.com)

**Terms of Service**

Thank you for using RiskSafe. By using RiskSafe, you agree to our Terms of Service, which is a legal agreement. If you are using RiskSafe for an organization, you are agreeing on behalf of that organization. Our Terms of Service apply to your use of our Websites and Services.

**1. Definitions**

When we say, “we,” “our,” or “us,” we’re referring to Suburbiya, PTY LTD, an Australian limited liability company, our employees, directors, officers, affiliates, and subsidiaries.

When we say “you” or “your,” we are referring to the person or entity that’s registered with us to use the RiskSafe Services.

When we say “Terms,” we mean our Terms of Service, which includes our Privacy Policy.

When we say “Websites,” we mean our websites located at getRiskSafe.com, RiskSafeapp.com, coopapp.com, forecastapp.com, including all subdomains and sites associated with those domains, and other websites that we operate now and in the future.

When we say “Services,” we mean our Websites, Application Programming Interfaces (APIs), applications, our content, and various third-party services that make up RiskSafe.

When we say “RiskSafe,” we mean our Websites and Services collectively.

When we say “information,” we mean all of the different forms of data that you provide us and that we collect from you from your use of the Services, your software, and your devices.

**2. General Rules**

To use RiskSafe, you must (a) be at least eighteen (18) years of age; (b) complete the registration process; (c) provide current and accurate information; (d) agree to these Terms; and (e) promise to follow these rules:

* You are responsible for all content you provide and your activities on RiskSafe;
* You will use RiskSafe in compliance with all applicable laws, rules, and regulations;
* You will not use RiskSafe to solicit the performance of any activity which infringes our rights or the rights of others; and
* You will not use RiskSafe to upload, transmit, or otherwise distribute any objectionable content, as solely determined by us.

If you break any of your promises above or any of the rules in these Terms, we may terminate your account. Your actions may also subject you to legal consequences.

As long as you comply with our Terms of Service, we grant you a non-exclusive, non-transferable, limited privilege to use RiskSafe. Your use of RiskSafe is at your own risk.

**3. Intellectual Property**

You own your content. We do not represent any ownership or claim any intellectual property rights over the information that you provide or that is provided to us.

We own RiskSafe and our Services. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of RiskSafe, our Services, or our content on RiskSafe without our written permission.

You shall grant to us a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into RiskSafe or otherwise use any suggestions, enhancement requests, recommendations or other feedback that we receive from you or your agents.

**4. Passwords and Accounts**

You’re responsible for keeping your account name and password confidential. You’re also responsible for any account that you have access to. You agree to notify us immediately of any unauthorized use of your account(s). We’re not responsible for any losses due to stolen or hacked passwords.

You will not represent that you are any other individual or entity unless such individual or entity has given you written permission to act on their behalf.

**5. Payment Terms**

The free trial offer entitles new, registered users to a fourteen (14) day free trial of the Services. All fees are exclusive of all taxes or duties imposed by governing authorities. You are solely responsible for payment of all such taxes or duties.

Monthly Plan: A valid credit card is required for you to continue using the Services on a month-to-month basis after the fourteen (14) day free trial period ends. The Services are billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months, for account upgrades or downgrades, or for months unused with an open account.

Annual Plan: Payment in advance is required to continue using the Services on an annual basis after the fourteen (14) day trial period ends. The Services are billed in advance on a yearly basis. Refunds for deleted accounts may be requested for unused months between the date of account cancellation and the final date noted on the invoice issued by us.

We reserve the right to change service fees upon fourteen (14) days notice. Such notice may be provided at any time by posting the changes to RiskSafe or by email.

**5. Cancellation and Termination**

You are solely responsible for the proper cancellation of your account. You may cancel your account at any time by going to Company Settings and closing your account. An email or phone request to cancel your account is not considered cancellation. You will not be charged after cancellation. There is no cancellation fee.

In the event of cancellation or termination your account will be immediately disabled, and your account and information cannot be recovered once the account is closed. We retain the right to retain or delete data provided to us by you at our sole discretion.

We also reserve the right, but do not have any obligation, to refuse service to anyone and close your account(s) without notice for any or no reason at all.

**6. Indemnification**

You agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or expenses (including attorneys’ fees) made against us by any third party due to or arising out of or in connection with your use of RiskSafe.

**7. Representations and Warranties**

To the maximum extent permitted by law, we provide RiskSafe on an “as is” and “as available” basis, which means we don’t provide warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose and to any warranties that (i) RiskSafe will meet your specific requirements, (ii) RiskSafe will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of RiskSafe will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through RiskSafe will meet your expectations, and (v) any errors in RiskSafe will be corrected.

**8. Limitation of Liability**

To the fullest extent permitted by law, you assume full responsibility for and we disclaim liability to you for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if we had been advised of the possibility of such damages.

We disclaim any and all liability for the acts, omissions, and conduct of any third parties related to your use of RiskSafe and any linked sites and services. Your sole remedy against us for dissatisfaction with RiskSafe is to stop using RiskSafe. This limitation of relief is a part of the bargain between you and us. The preceding disclaimer applies to any damages, liability, or injuries whether for breach of contract, tort, negligence or any other cause of action.

If, notwithstanding the other provisions of the Terms, we are found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Website or any of our Services, our liability shall not exceed what you paid us for the Services in the previous month. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

**9. Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of RiskSafe, including all disputes, will be governed by the laws of Australia and by the laws of the State of Victoria without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Victoria, Australia, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred.

No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys’ fees. In the event of any controversy or dispute between us and you arising out of or in connection with your use of the Websites or Services, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

**10. Force Majeure**

You agree that we are not liable for any delays or failure in performance of any part of the Services, from any cause beyond our control.

**11. Severability**

If one or more sections of the Terms are held unenforceable, then those sections will be removed or edited as little as necessary, and the rest of the Terms will still be valid and enforceable.

**12. Assignments**

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

**13. No Waiver**

Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

**14. Entire Agreement**

These Terms and all documents incorporated into these Terms by reference constitute the entire agreement between you and us and govern your use of RiskSafe, superseding any prior agreements between you and us (including, but not limited to, any prior versions of the Terms of Service).

**15. Amendments and Changes to RiskSafe**

We reserve the right, at our sole discretion, to change, modify, add, or remove portions of the Terms, at any time. Amendments or changes to these Terms won’t be effective until we post revised Terms on the Website. Unless explicitly stated otherwise, any new features that augment or enhance RiskSafe shall be subject to the Terms.

It is your responsibility to check the Terms periodically for changes. Your continued use of RiskSafe following the posting of changes will mean that you accept and agree to the changes.

We reserve the right to do any of the following, at any time, without notice to you: (1) to modify, suspend or terminate operation of or access to RiskSafe, or any portion of RiskSafe for any reason; (2) to modify or change RiskSafe, or any portion of RiskSafe, and any applicable policies or terms; and (3) to interrupt the operation of RiskSafe, or any portion of RiskSafe, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

**16. Questions**

If you have any questions or concerns about the Terms, please email us at [support@getRiskSafe.com](mailto:support@getRiskSafe.com).