App Terms and Conditions of Use

Updated 2026-11-09

1. About the App

1.1. Welcome to app.bandicootimaging.com.au, and every application programming interface, viewer, embed and published page that Bandicoot Imaging Sciences makes available through it (together, the 'App'). The App offers processing of images to create texture files suitable for rendering (the 'Services'). The separate terms of service published at www.bandicootimaging.com apply to that site, and these Terms apply to the App and the Services.
1.2. The App is operated by Bandicoot Imaging Sciences PTY. LTD. (ABN 61 632 563 065). Access to and use of the App, or any of its associated Products or Services, is provided by Bandicoot Imaging Sciences. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the App, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the App, or any of Services, immediately.
1.3. Bandicoot Imaging Sciences reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Bandicoot Imaging Sciences updates the Terms, it will give you at least 30 days' notice of any change that materially affects you. Any changes to the Terms that materially affect you take effect at the end of that notice period, and other changes take effect from the date of their publication. If you do not agree with a change that materially affects you, you may terminate the Terms without penalty before it takes effect. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the App. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Bandicoot Imaging Sciences in the user interface.

3. Registration to use the Services

3.1. In order to access the Services, you must first register for an account through the App (the 'Account').
3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

(a) Email address
(b) Mailing address

3.3. You warrant that any information you give to Bandicoot Imaging Sciences in the course of completing the registration process will always be accurate, correct and up to date.
3.4. Once you have completed the registration process, you will be a registered member of the App ('Member') and agree to be bound by the Terms.

3.5. You may not use the Services and may not accept the Terms if:

(a) you are not of legal age to form a binding contract with Bandicoot Imaging Sciences; or

(b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a Member

4.1. As a Member, you agree to comply with the following:

(a) you will use the Services only for purposes that are permitted by:

(i) the Terms; and

(ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

(b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;

(c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Bandicoot Imaging Sciences of any unauthorised use of your password or email address or any breach of security of which you have become aware;

(d) access and use of the App is limited, non-transferable and allows for the sole use of the App by you for the purposes of Bandicoot Imaging Sciences providing the Services;

(e) you will not resell, sublicense or provide the Services or the App to third parties except as specifically endorsed or approved by the management of Bandicoot Imaging Sciences, and this does not restrict you from using the Services, and the outputs they generate for you, in your own business;

(f) you will not use the Services or App for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the App;

(g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the App without notice and may result in termination of the Services. Appropriate legal action will be taken by Bandicoot Imaging Sciences for any illegal or unauthorised use of the App; and

(h) you acknowledge and agree that any automated use of the App or its Services is prohibited, except through an application programming interface that Bandicoot Imaging Sciences provides for that purpose and in accordance with its documentation.

5. Payment

5.1. Where the option is given to you, you may make payment for the Services (the 'Services Fee') by way of:

(a) Credit Card Payment ('Credit Card')

5.2. All payments made in the course of your use of the Services are made using Stripe. In using the App, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.

5.3. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
5.4. You agree and acknowledge that Bandicoot Imaging Sciences can vary the Services Fee at any time, on at least 30 days' notice. A variation applies only to Services you order after it takes effect, and you may terminate the Terms without penalty before it takes effect.

5.5. Where Bandicoot Imaging Sciences offers the Services by subscription (a 'Subscription'), the Services Fee for the Subscription is charged in advance for each billing period you select (the 'Subscription Period').

5.6. A Subscription renews automatically for a further Subscription Period at the then-current Services Fee unless you cancel it before the end of the current Subscription Period.

5.7. You may cancel a Subscription at any time through your Account or via the 'Contact Us' link on the App. Cancellation takes effect at the end of the current Subscription Period, and you keep access to the Services until then.

5.8. Despite clause 5.4, Bandicoot Imaging Sciences will give you at least 30 days' notice of any increase in the Services Fee for a Subscription, and the increase will apply from your next Subscription Period.

6. Refund Policy

Bandicoot Imaging Sciences will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if the management of Bandicoot Imaging Sciences makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the 'Refund'). Except as required by law, fees already paid for the current Subscription Period are not refunded when a Subscription is cancelled.

7. Copyright and Intellectual Property

7.1. The App, the Services and all of the related products of Bandicoot Imaging Sciences are subject to copyright. The material on the App is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the App (including but not limited to text, graphics, logos, button icons, video images, audio clips, App, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Bandicoot Imaging Sciences or its contributors.
7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Bandicoot Imaging Sciences, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:

(a) use the App pursuant to the Terms;
(b) copy and store the App and the material contained in the App in your device's cache memory; and
(c) print pages from the App for your own personal and non-commercial use.

Bandicoot Imaging Sciences does not grant you any other rights whatsoever in relation to the

App or the Services. All other rights are expressly reserved by Bandicoot Imaging Sciences.
7.3. Bandicoot Imaging Sciences retains all rights, title and interest in and to the App and all related Services. Nothing you do on or in relation to the App will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.
7.4. You may not, without the prior written permission of Bandicoot Imaging Sciences and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to content on the App that Bandicoot Imaging Sciences identifies as free to re-use, or that is in the public domain. Your Content is dealt with separately in clauses 7.6 to 7.9.

7.5. You must not, and must not permit anyone else to: (a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, algorithms, models or underlying structure of the App, the Services or any software made available through them; (b) use the App, the Services or their outputs to build, train or improve a product or service that competes with the Services; or (c) access the App or the Services other than through the interfaces Bandicoot Imaging Sciences provides, or circumvent any technical measure that limits access or use. This clause does not apply to the extent that such a restriction is prohibited by a law that cannot be excluded.

7.6. In these Terms, 'Your Content' means the images, scans, textures, materials and other data you upload to or create through the App or the Services, and the outputs generated from them for you.

7.7. You retain ownership of Your Content. You grant Bandicoot Imaging Sciences a worldwide, non-exclusive, royalty-free licence to host, copy, process, transform and display Your Content as needed to provide the Services to you, including publishing it where you choose to publish it.

7.8. You warrant that you have all rights needed to upload Your Content and to grant the licence in clause 7.7.

7.9. Unless you opt out, you also grant Bandicoot Imaging Sciences a non-exclusive, royalty-free licence to use Your Content to develop, test and improve its products and Services. Bandicoot Imaging Sciences will not publish Your Content or disclose it to third parties under this clause. You may opt out at any time via the 'Contact Us' link on the App, and opting out applies to any later use of Your Content.

7.10. The App and the Services use technology protected by patents owned by Bandicoot Imaging Sciences, including US Patent No. 12,664,722 (Method for generating a shimmer view of a physical object) and US Patent No. 12,762,763 (Method for generating a digital fabric tile). While you are a Member, Bandicoot Imaging Sciences grants you a non-exclusive, non-transferable, revocable licence under its copyright and patents to use the App and the

Services in accordance with the Terms. You do not need any further licence under those patents to use the outputs the Services generate for you, including after you stop being a Member. This licence does not extend to using that technology outside the Services.

8. Privacy

8.1. Bandicoot Imaging Sciences takes your privacy seriously and any information provided through your use of the App and/or Services are subject to Bandicoot Imaging Sciences's Privacy Policy, which is available on the App.

9. General Disclaimer

9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
9.2. Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
(b) Bandicoot Imaging Sciences will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.3. Use of the App and the Services is at your own risk. Everything on the App and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Bandicoot Imaging Sciences make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Bandicoot Imaging Sciences) referred to on the App, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
(b) the accuracy, suitability or currency of any information on the App, the Services, or any of its Services related products (including third party material and advertisements on the App);
(c) costs incurred as a result of you using the App, the Services or any of the products of Bandicoot Imaging Sciences; and
(d) the Services or operation in respect to links which are provided for your convenience.

10. Limitation of liability

10.1. Bandicoot Imaging Sciences's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity,

under statute or otherwise, will not exceed the resupply of the Services to you.
10.2. You expressly understand and agree that Bandicoot Imaging Sciences, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11. Termination of Contract

11.1. The Terms will continue to apply until terminated by either you or by Bandicoot Imaging Sciences as set out below.
11.2. If you want to terminate the Terms, you may do so by:

(a) providing Bandicoot Imaging Sciences with 14 days' notice of your intention to terminate; and

(b) closing your accounts for all of the services which you use, where Bandicoot Imaging Sciences has made this option available to you.

Your notice should be sent, in writing, to Bandicoot Imaging Sciences via the 'Contact Us' link on the App.
If you have a Subscription, you may also terminate the Terms by not renewing the Subscription before the end of the Subscription Period.
11.3. Bandicoot Imaging Sciences may at any time, terminate the Terms with you if:

(a) you have seriously breached the Terms;

(b) Bandicoot Imaging Sciences is required to do so by law;

(c) the provision of the Services to you by Bandicoot Imaging Sciences is, in the opinion of Bandicoot Imaging Sciences, no longer commercially viable, on at least 30 days' notice.

(d) you do not renew a Subscription at the end of the Subscription Period.

11.4. Subject to local applicable laws, Bandicoot Imaging Sciences reserves the right to discontinue or cancel your membership on at least 30 days' notice, or immediately for a serious breach of the Terms, and may suspend or deny, in its sole discretion, your access to all or any portion of the App or the Services if you breach any provision of the Terms or any applicable law or if your conduct seriously damages Bandicoot Imaging Sciences's name or reputation or violates the rights of another party. Conduct that seriously damages that name or reputation or violates those rights is a serious breach of the Terms. Bandicoot Imaging Sciences will give you reasonable notice and an opportunity to remedy the breach first, unless the breach is serious or immediate action is needed to protect the App, the Services or another person. Despite clause 6, if Bandicoot Imaging Sciences cancels your membership other than for your breach, it will refund any fees you have already paid for the period after cancellation.

12. Indemnity

12.1. You agree to indemnify Bandicoot Imaging Sciences, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;

(b) any direct or indirect consequences of you accessing, using or transacting on the App or attempts to do so; and/or
(c) any breach of the Terms.

13. Dispute Resolution

13.1. Compulsory:
If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
13.2. Notice:
A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
13.3. Resolution:
On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

(a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
(b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
(d) The mediation will be held in Sydney, Australia.

13.4. Confidential:
All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
13.5. Termination of Mediation:
If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Venue and Jurisdiction

The Services offered by Bandicoot Imaging Sciences are provided from Australia, and you are responsible for complying with the laws that apply where you use them. In the event of any dispute arising out of or in relation to the App, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the

rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.