Oops! Terms of Use

Your accident guide app by Kat Milner DBA Oops!
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Overview

These Terms of Use cover your use of the Oops! app (oopsaccident.com), operated by Kat Milner DBA Oops! (ABN 76 876 930 807). By using the app, you agree to these terms.

If you do not agree with any part of these terms, please do not use the app.

1. About the app

Oops! is a general guidance tool that helps drivers manage the immediate steps after a car accident on Australian roads. It is made for phones and is used from the app installed on your phone's home screen. It is not a legal service, an insurance service or a financial advice service.

2. Disclaimer: general guidance only

> **This is the most important section. Please read it carefully.**

The information in this app is general guidance only. It is not legal advice, insurance advice, financial advice or medical advice.

Every accident is different, and the steps suggested in this app may not suit every situation. Always get independent professional advice for your own situation. In an emergency, call 000 immediately.

CTP scheme rules, police reporting requirements, insurer contact details and deadlines change over time. We review this information regularly, but we cannot guarantee it is current or accurate when you use the app. Always check requirements directly with the relevant authority, insurer or CTP scheme before you rely on them.

3. Buying and getting Oops!

Single download

You pay once, in Australian dollars, at the price shown at checkout. There is no subscription. One purchase is for one phone. If you move to a new phone, you can reinstall Oops! at no charge (see Moving to a new phone below).

Family and gift packs (3, 5 and 10)

These packs come with gift codes. Each person who receives a code redeems it once, using their own email address.

Partner packs (50, 100 and 150)

A business or organisation (the partner) buys a pack and receives one join link to share with the people they support.

- Each person opens the join link, enters their name and email, and is sent their own personal link by email.
- A place in the pack is used when a person registers on the join link.
- A personal link is for the person it was sent to. It should not be forwarded to others.
- The partner agrees to share the join link only with the people they support.

- If a link is being shared beyond the people the partner supports, or a pack is being used up unusually quickly, we may contact the partner and cancel links.

Moving to a new phone

You can reinstall Oops! on a new phone at no charge. We check your email address against our records to confirm you are a customer. Export your data from your old phone first, then import it on your new one.

Problems with your purchase

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and to compensation for any other reasonably foreseeable loss or damage. If you have a problem with your purchase, write to us at oops@oopsaccident.com and we will sort it out.

4. Limitation of liability

To the maximum extent permitted by Australian law, Kat Milner DBA Oops!:

- Makes no warranties about the accuracy, completeness or suitability of the information in this app
- Accepts no liability for any loss or damage arising from your use of, or reliance on, this app
- Accepts no liability for decisions made based on information provided by this app
- Accepts no liability for any failure of the app to work correctly or be available at any time

Nothing in these terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by the Australian Consumer Law that cannot lawfully be excluded or limited.

5. Intellectual property

All content in the Oops! app, including text, design, code, and the Oops! name and logo, is owned by Kat Milner DBA Oops!. You may not copy, reproduce, distribute or create new works from any part of the app without written permission.

6. Acceptable use

You agree to use the app only for its intended purpose. You must not:

- Use the app for any unlawful purpose
- Try to reverse engineer or copy the app
- Use the app in a way that could damage, disable or impair it
- Misrepresent information captured using the app
- Share your personal link, join link or gift code in a way that goes beyond what you bought or were given

7. Third-party services

The app and our website use the following third-party services:

- **Anthropic Claude API:** used temporarily to read licence and number plate photos. Subject to Anthropic's own terms and privacy policy.
- **Stripe:** used to take payments. Subject to Stripe's own terms and privacy policy.
- **GoHighLevel:** used for customer records and to send emails.

- **Netlify:** used to host the app and to keep the record that matches your email to your purchase or link.
- **Umami:** used for privacy-friendly website analytics.
- **api.qrserver.com:** may be used to make QR codes for sharing your details. No personal data is stored by this service.

We are not responsible for the practices of these third-party services. See our Privacy Policy for how your information is handled.

8. Links to other websites

The app contains links to external websites, including state police portals, CTP scheme websites and insurer websites. We are not responsible for the content, accuracy or privacy practices of any external website.

9. Changes to the app and these terms

We may update the app and these Terms of Use at any time. The current terms are always available at oopsaccident.com. If you keep using the app after changes, you accept the updated terms.

10. Governing law

These terms are governed by the laws of South Australia, Australia. Any disputes are subject to the exclusive jurisdiction of the courts of South Australia.

11. Contact

Questions about these Terms of Use? Write to us at oops@oopsaccident.com.

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