Terms of Service

DigiMe Educational Consulting · ABN 35 834 126 324 · Version 1.5 · Effective 21 November 2026

These terms are the agreement between your school and DigiMe Educational Consulting (ABN 35 834 126 324) for the use of PulsePoint. You accept them on your school's behalf when you sign up, start a free trial, pay an invoice, or sign in. Please read them alongside our Privacy Policy, which forms part of this agreement.

1. What PulsePoint is

PulsePoint is a web application for running a PBIS check-in/check-out program: a daily scoring form for each student, dashboards for staff, progress reports, parent report emails and an archive of past programs. It is provided to schools, not to individuals, and it is not a substitute for your school's own behaviour policies or professional judgement.

2. Accounts

The person who signs up becomes the school's first administrator and can invite other staff. Your school is responsible for who it gives accounts to, for keeping their credentials private, for removing staff who leave, and for everything done under its accounts. Tell us straight away at info@digimeec.com.au if you think an account has been misused.

3. Your school's data and responsibilities

Your school owns the data it enters and is responsible for it. By using PulsePoint your school confirms that it:

- has the authority to record information about its students and to enter parents' email addresses;
- has told parents and staff, through its own privacy notices, that it uses PulsePoint;
- keeps the information accurate and removes it when it is no longer needed;
- uses PulsePoint only for its PBIS program, lawfully, and not to record anything that is unlawful, defamatory or unrelated to a student's program; and
- does not attempt to access another school's data, probe or overload the service, or reverse-engineer it.

4. Our responsibilities

We will provide PulsePoint with reasonable care and skill, hold your data only in Australia, use it only to provide the service to you, protect it as described in the Privacy Policy, tell you promptly of any data breach affecting it, and help you export or delete it as set out below. We will respond to support requests by email within two business days.

5. Fees and payment

- PulsePoint is charged as a flat annual fee based on school size. The current prices are shown at sign-up. Prices are in Australian dollars and are shown both excluding and including GST.
- Pay by card through Stripe, in which case your account is created immediately, or ask for an invoice on 30-day terms, in which case your account is created when the invoice is paid.
- If you pay by card, your subscription renews automatically each year at your school's price. We email your administrators 30 days before each renewal, and you can turn automatic renewal off at any time from School Settings; turning it off stops the next renewal and you keep access until the end of the year you have paid for.
- If you pay by invoice, we send a renewal invoice about 30 days before your year ends.
- If a renewal is not paid, access is affected as described in section 8.

6. Free trial

A school can try PulsePoint free for 14 days with all features and no card required. At the end of the trial, access is paused until the school pays for a year. Trial data is kept and treated exactly like paid data, including the 90-day deletion rule in section 8, so a school that goes on to subscribe keeps everything it entered.

7. Refunds

The annual fee pays for a year of access in advance. Once paid, it is for the whole year: there are no part-year refunds. A school that no longer wants PulsePoint simply turns off automatic renewal, or does not renew, before its year ends.

- If your school pays for a year and then changes its mind, we will refund the payment in full if you ask within 14 days of paying and the school has not started using PulsePoint in earnest, which we define as no student daily records having been entered.
- If your school is charged for an automatic renewal it meant to cancel, email us at info@digimeec.com.au within 14 days of the charge and we will refund it in full, provided no student daily records have been entered since the renewal date.

Otherwise the annual fee is not refundable, except where the Australian Consumer Law requires a refund. Nothing in these terms limits rights you have under that law.

8. When your year ends

If a renewal has not been paid by the expiry date, access continues for 14 days while you pay or update your card. After that, sign-in is paused (your administrators can still sign in to pay). For 90 days after the expiry date we keep your data intact and untouched:

- renew at any time in those 90 days and everything is exactly as you left it; or
- ask us for an export of your data at any time before it is deleted, and we will provide it in CSV form within 10 business days.

90 days after expiry we delete the school's data, including archived students, and it can no longer be recovered, except that it may remain in backups for up to 12 months as described in the Privacy Policy. This covers everything except payment records, which we keep for 7 years from the payment date because tax law requires it. A school can ask us to delete its data sooner at any time.

9. Availability

We aim to keep PulsePoint available at all times, but we do not promise any particular level of uptime. The service may be unavailable for maintenance, because of a fault, or because of something outside our control such as a hosting or network outage. We will try to schedule maintenance outside Australian school hours and to let schools know about anything that lasts more than a few hours.

10. Ownership

Your school owns its data. We own PulsePoint itself: its code, design, name and logo. Your school may use PulsePoint for its program while its subscription or trial is current, and may not copy, resell or make it available to another organisation.

11. Liability

PulsePoint is provided as is. Except for the guarantees the Australian Consumer Law gives you, which we cannot exclude, we make no warranty that the service will be uninterrupted, error-free or suitable for a particular purpose. To the extent the law allows, our total liability to your school for anything arising from this agreement is limited to the fees the school paid us in the 12 months before the claim, and we are not liable for indirect or consequential loss, or for loss of data that a school could have avoided by exporting it. Where the Australian Consumer Law applies and

permits it, our liability for a failure is limited to resupplying the service or paying the cost of having it resupplied.

12. Ending the agreement

Your school can stop using PulsePoint at any time, and can ask us to delete its data at any time. We can suspend or end a school's access if the school breaks these terms and does not fix the problem within 14 days of us telling it, if a fee stays unpaid, or if we are required to by law. If we decide to stop offering PulsePoint altogether, we will give schools at least 90 days' notice, an export of their data, and a pro-rata refund of any prepaid period.

13. Changes

We may improve or change PulsePoint over time. If we change these terms in a way that reduces your school's rights, we will email the school's administrators at least 30 days before the change takes effect; continuing to use PulsePoint after that date is acceptance of the new terms. The current version, with its version number and effective date, is always at pulsepoint.digimeec.com.au/terms.php.

14. Governing law

These terms are governed by the law of South Australia, and the courts of South Australia have jurisdiction over any dispute. We would much rather talk first: please raise any problem with us by email and we will work through it with you.

15. Contact

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