

Simpler Software/Headfirst Terms of Service

Simpler Software Pty. Ltd., Contact hello@simpler.software
(Version 3, last updated: 29 March 2026)

1. Introduction

Thank you for using Headfirst. We build our software to help manage your day.

This document applies to all products built and maintained by Simpler Software Pty. Ltd. (all versions). We may update these Terms of Service from time to time. When we change the Terms, we will update the "last updated" date at the top of the Terms page.

When you use our Services, now or in the future, you are agreeing to the latest Terms of Service. That's true for any of our existing and future products and all features that we add to our Services over time. There may be times where we do not exercise or enforce any right or provision of the Terms of Service; in doing so, we are not waiving that right or provision. These terms do contain a limitation of our liability.

Violating any of the terms, may result in termination of Service.

2. Definitions of terms used in this document

"We", "our", "us" or "Company" refer to Simpler Software Pty. Ltd. and its employees.

"Headfirst", "Headfirst product", "product" means the mobile and web applications created and maintained by Simpler Software Pty. Ltd..

"You" and or "Client" refer to the person and/or entity who has an account with Headfirst and uses the product(s), has downloaded and installed any of the Headfirst apps and/or has entered into an annual Subscription with Simpler Software Pty. Ltd. as outlined in the paid invoice.

"Applications" include:

- iOS app
- Android app
- Mobile Web app
- Portal
- Admin
- API

"Module(s)" are parts of the product that provide and execute a specific functionality, like the Injury Reports or Documents module.

"Service" refers to and includes the product, its infrastructure, maintenance and the running of the core functionality, contractually agreed to provide as per the Subscription Agreement.

"API" means Application Program Interface.

"Uptime" refers to the period of time when Headfirst is up and running.

Subscription Terms" or "Terms" means this document: a detailed summary of the Services included in the product, constituting a binding agreement between Simpler Software Pty. Ltd. and the Client.

"Unit" refers to a Module or a service provided as part of the Service which may or may not incur a fee (one-off or recurring).

3. Subscription terms

The subscription

The annual fee is billed each year of use. All costs, items, units and number of units included are listed in the issued invoice. You have entered into an annual subscription by paying the fee as an invoice once per annum. Receipt of payment is a legally binding agreement and valid for one year, commencing on the date of payment.

Licence

Paying the annual fee grants you a non-transferable licence to use the Service for the 12 months.

Inclusions

The annual fee includes club setup, hosting and access to both the mobile app and the web-based Club Portal. Access is ongoing and not restricted to seasons only, ensuring historical data analysis capabilities.

All modules and other services provided as part the Service are listed in the issued invoice and constitute the Service to be provided by Simpler Software ty. Ltd..

Onboarding club officials, promotional collateral, player list upload via excel, CSV, manually or via API integration with registration database (if available), platform hosting, app upgrades and optimisations (iOS, Android and web).

Pricing

All amounts are quoted excluding GST. GST will be calculated on the total amount of each invoice and will be added to each as required.

We may change the pricing structure for our products. When that occurs, we will not make any changes to existing subscriptions for the duration of the paid period. However, the new prices will be presented and applied to all services prior to issue of renewals.

Modifications to the Service

We may add Modules and upgrades to existing features. The annual fee(s) will remain until time for renewal.

4. Payment terms

All invoices issued by Simpler Software Pty. Ltd. are payable within 30 days of invoice issued date. Invoice emailed to Client. Fees paid in full and based on a 12 month contract renewing every time annual fees are paid.

Available payment method(s) will be listed on each invoice.

- Direct deposit
- Credit Card

5. Cancellation and termination of subscription

Fees are non-refundable except as required by the Australian Consumer Law. A subscription is valid for 12 months. If you cease to use our Service before the end of your current subscription period you will not receive a refund on the remaining duration of the 12 months, unless a consumer guarantee under the Australian Consumer Law applies.

If the contract ceases, your data will be exported to excel within five business days of us receiving the cancellation notification and emailed to the Administrator. Your account and your data will be stored for 30 days before it is deleted permanently as per our standard procedure outlined in the Privacy Policy.

6. Terms of use

Your use of the Services is at your sole risk. We provide these Services on an “as is” and “as available” basis. Simpler products must not be used for any purpose other than what they are intended for.

Account terms

You are responsible for maintaining the security of your account and password. Simpler/Headfirst cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

You are responsible for all content posted and activity that occurs under your account. That includes content posted by others who either: (a) have access to your login credentials; or (b) have their own logins under your account.

You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

We have the right to suspend or terminate your account and refuse any and all current or future use of our Services. Where termination is not due to a breach of these Terms, we will provide reasonable prior notice.

Suspension means you and any other users on your account will not be able to access the account or any content in the account.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of Company employee or officer will result in immediate account termination.

Termination will furthermore result in the deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account.

Restrictions

The majority of users will use the Headfirst/Simpler products as they were intended with no other intention in mind. We understand that some may look to stray from this path and it is for this reason we must list a number of purposes that are prohibited and will result in immediate termination of account. You may not use the Services for any purpose outlined below, including but not limited to:

- Child exploitation, sexualization, or abuse
- Doxing, doxxing and other forms of harassment and or exploitation of personal information
- Infringing on intellectual property
- Malware or spyware
- Phishing or otherwise attempting fraud
- Spamming
- Violence, or threats thereof

Report abuse by emailing us on hello@simpler.software

7. Security and support of the Service

Security

We provide support and maintain security measures for the duration of the Subscription.

We take many measures to protect and secure your data through backups, redundancies, and encryption. We enforce encryption for data transmission from the public Internet. There are some edge cases where we may send your data through our network unencrypted.

When a Subscriptions Agreement expires and the option to extend is rejected, the data will be kept for a period of 30 days, after this we delete all records and do not keep backups. Once deleted, the data cannot be retrieved, see our Privacy Policy for more detail.

New features and system upgrades

Sometimes it becomes technically impossible to continue a feature or we redesign a part of our Services because we think it could be better or we decide to close new signups of a product. Although we will always attempt to notify you about upcoming upgrades and changes in advance, we reserve the right at any time to modify or discontinue, temporarily or permanently, any part of our Services with reasonable prior notice where reasonably possible.

Support

We provide support via email for most users of mobile Apps and will aim to respond to requests lodged within two business days. Support for users of the Portal is also provided primarily via email

and will be responded to within four business hours. Users of the Simpler Manager will also receive training and ongoing communication in the form of release notes as new features are introduced.

8. Uptime

We aim to keep unplanned downtime to a minimum. Our systems are built on a robust infrastructure to maintain a high uptime rate. The majority of system upgrades do not require any downtime but should this be required, we will schedule it and notify you via email prior to the scheduled downtime occurring. Where possible, we will notify you of the duration of the required downtime.

9. Copyright and ownership

We do not pre-screen content, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service.

The names, look, and feel of the Services are copyright© to the Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript or any other source code, or visual design elements without express written permission from the Company. You must request permission to use the Company's logo or any Service logos for promotional purposes. Please email us hello@simpler.software requests to use logos. We reserve the right to rescind this permission if you violate these Terms of Service.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express written permission by the Company.

You must not modify another website so as to falsely imply that it is associated with the Services or the Company.

10. Features and bugs

We design our Services with care and test all features extensively before releasing them. As with any software, our Services inevitably have bugs. We track the bugs reported to us and work through priority ones, especially any related to security or privacy. Not all reported bugs will get fixed and we don't guarantee completely error-free Services.

11. API terms

Any use of the Headfirst/Simpler API, including through a third-party product that accesses the Services, is bound by the terms of this agreement plus the following specific terms:

- We are not liable for any damages or losses resulting from your use of the API or third-party products that access data via the API
- All API usage must be disclosed to and approved by Simpler Software

- Third parties may not access and employ the API if the functionality is part of an application that remotely records, monitors, or reports a Service user's activity other than time tracking, both inside and outside the applications. The Company, in its sole discretion, will determine if an integration service violates this bylaw. A third party that has built and deployed an integration for the purpose of remote user surveillance will be required to remove that integration.
- Abuse or excessively frequent requests to the Services via the API may result in the temporary or permanent suspension of your account's access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. If we need to suspend your account's access, we will attempt to warn the account owner first. If your API usage could or has caused downtime, we may cut off access without prior notice.

12. Liability

To the extent permitted by law, Simpler Software's total liability to you for any claim arising out of or in connection with these Terms or the Services is limited to the amount you paid for the Service in the 12-month period immediately preceding the event giving rise to the claim. We are not liable for any indirect, incidental, special, consequential or punitive damages, including loss of profits, goodwill, use, or data, arising from your use of or inability to use the Services. 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.

13. Governing law

These Terms are governed by the laws of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of Victoria for any disputes arising out of or in connection with these Terms or your use of the Services, without prejudice to our right to seek urgent relief in any other jurisdiction.

14. General

Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be severed from these Terms to the minimum extent necessary, and the remaining provisions will continue in full force and effect.

Waiver

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



Entire agreement

These Terms, together with the applicable invoice, constitute the entire agreement between the parties with respect to the Services and supersede all prior agreements, representations and understandings, whether written or oral, relating to the same subject matter.