
This End User Licence Agreement (the "Agreement") governs your use of Shearwater Transcriber. By installing or using the Software, you accept these terms.

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Definitions

"Software" means Shearwater Transcriber and the Shearwater AI Engine in any version supplied by the Licensor, together with all updates, patches, and supporting documentation. "Licensor" means J & K Bradley Reporting Pty Ltd ATF Topcat Discretionary Services Trust (ABN 71 908 010 981), trading as CalGen.AI. "Licensee" means the individual or organisation purchasing the licence. "Licence Key" means the alphanumeric key issued by the Licensor that activates the Software.

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Grant of Licence

2.1 The Licensor grants the Licensee a personal, non-exclusive, non-transferable licence to install and use the Software for commercial transcription work, subject to these terms.

2.2 The Licensee may install and use the Software on up to two (2) machines under a single Licence Key (e.g., a primary desktop and a laptop), provided both machines are used by the Licensee or, where the Licensee is an organisation, by an identified individual within the organisation.

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Restrictions

3.1 The Licensee must not reverse-engineer, decompile, or attempt to derive the source code of the Software, except to the extent permitted by mandatory law.

3.2 The Licensee must not redistribute, sublicense, or transfer the Software or the Licence Key to any third party.

3.3 The Licensee must not remove or modify any proprietary notices in the Software.

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Annual Term and Renewal

4.1 The licence term is twelve (12) months from the date of activation.

4.2 Renewal is at the Licensor's then-current annual fee, payable in advance.

4.3 If the licence is not renewed, the Software will continue to function in offline mode for a 30-day grace period, after which it will require renewal to continue operation.

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Privacy and Data

5.1 The Software processes all audio and transcript data locally on the Licensee's machine. No audio or transcript content is transmitted to the Licensors or any third party.

5.2 The Licensors collect only the information necessary to issue, activate, and verify the Licence Key (name, email, business name, and machine identifier). Such information is handled in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

5.3 The Licensors will not sell or share the Licensee's personal information with any third party except as required by law.

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Updates and Support

6.1 The Licensors provide ordinary product updates during the licence term at no additional cost.

6.2 Email support is provided to the Licensee at jasonbradley@captify.live, with a target response time of one Australian business day.

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Warranty

7.1 The Licensors warrant that the Software will perform substantially in accordance with its documentation under normal use.

7.2 To the extent permitted by Australian Consumer Law, the Licensors' liability is limited to the resupply of the Software or refund of the licence fee paid.

7.3 Nothing in this Agreement excludes rights under the Australian Consumer Law that cannot lawfully be excluded.

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Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (AND SUBJECT TO CLAUSE 7.3), THE LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE LICENSEE'S USE OF THE SOFTWARE.

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Termination

9.1 The Licensor may terminate this Agreement immediately if the Licensee breaches any of its terms.

9.2 Upon termination, the Licensee must cease all use of the Software and delete all copies. The Licensee may retain transcripts already produced.

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Governing Law

This Agreement is governed by the laws of Queensland, Australia. Any disputes shall be subject to the exclusive jurisdiction of the courts of Queensland.

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Australian Consumer Law

Nothing in this Agreement excludes, restricts, or modifies any right or remedy implied or imposed by the Australian Consumer Law that cannot lawfully be excluded.

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Contact

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