



MotionTrack6 Terms & Conditions

Terms version 2.0 · Issued 8 October 2026

LICENSOR	Longitude6 Pty Ltd (“Longitude6”, “we”, “us”, “our”)
CUSTOMER	The organisation named in the proposal and the online acceptance form (“Customer”, “Client”, “you”)
PARTICIPANTS	Employees, contractors, and prospective employees or contractors of the Customer who complete MotionTrack6 assessments (“Participants”)
EFFECTIVE DATE	The date and time the Customer’s authorised representative submits Longitude6’s online acceptance form (see clause 2)
TERMS VERSION	2.0, issued 8 October 2026. The version accepted by the Customer is recorded in the Acceptance Record described in clause 2.

These terms (“Terms”) govern the Customer’s and its Participants’ use of MotionTrack6, the mobile application and platform operated by Longitude6.

1. Purpose of the Assessment

You are responsible under workplace health and safety laws for providing a safe working environment. MotionTrack6 supports this by capturing range of movement information on standard movements to assist in identifying any potential functional risks, so your organisation and its advisors can improve workplace health, safety, and wellbeing.

2. Acceptance of Terms

These Terms are accepted when the Customer’s authorised representative completes and submits Longitude6’s online acceptance form (the “Acceptance Form”). Longitude6 keeps a record of each submission showing the signatory’s name, position, organisation and email, the version numbers of these Terms and the Platform Terms accepted, and the date and time of submission (the “Acceptance Record”). By submitting the Acceptance Form, you confirm you are authorised to bind the Customer, accept these Terms, and consent to the collection and use of Participant data under clause 6. These Terms are also accepted when the Customer’s authorised representative signs an agreement with Longitude6 (such as a pilot agreement) that names these Terms and their version number, and that signed agreement then serves as the Acceptance Record. If the Customer uses MotionTrack6, or enrolls and gives Participants access, without first submitting the Acceptance Form, it is taken to have accepted these Terms by that conduct. These Terms incorporate by reference Longitude6’s [Platform Terms at longitude6.com/platform-terms](https://longitude6.com/platform-terms) in the version recorded in the Acceptance Record (and updated in accordance with clause 12), which form part of the agreement between the parties. If these Terms and the Platform Terms conflict, these Terms prevail. If you disagree with any part of these Terms, you may not use MotionTrack6.



3. Included Services

3.1 The Client's use of the Platform includes standard functionality — assessment capture, scoring, manual data export, and routine support (login assistance and general usage guidance). Longitude6 has no general obligation to build new, custom, or client-specific functionality outside its own platform-wide development; any such work proceeds only where agreed under clause 3.3.

3.2 Feedback and Roadmap

Clients are encouraged to share feedback and suggestions on the Platform. Longitude6 collates this feedback to help inform its product roadmap.

3.3 Additional Services

Requests outside the scope of standard use — including integration, automated export, or changes to Platform functionality — may, at Longitude6's sole discretion, be undertaken as chargeable additional services, having regard to its roadmap, development priorities, and the interests of its client base as a whole. Longitude6 is under no obligation to accept such a request. Where it agrees to proceed, it will provide a quote in advance, and no work begins until the Client approves it in writing.

4. License to Use MotionTrack6

License: Subject to these Terms, Longitude6 grants the Customer a limited, non-exclusive, non-transferable, revocable license to use MotionTrack6 for internal business purposes, and for external business purposes only with Longitude6's prior permission.

Restrictions: The Customer's use is also subject to the standard usage restrictions set out in Longitude6's [Platform Terms at longitude6.com/platform-terms](https://longitude6.com/platform-terms).

5. User Accounts & Access Administration

Account Creation & Security: Standard account creation and account security obligations are set out in Longitude6's [Platform Terms at longitude6.com/platform-terms](https://longitude6.com/platform-terms).

Administering Participant Access: The Customer will administer Participant access via secure links, usernames, and passwords, and is responsible for that access being used only for its intended assessment purposes.

6. Consent & Collection of Personal Information

- The Customer must obtain digital or written consent from all Participants before use.
- This consent, including consent to any storage of data outside Australia and the applicable retention period, is obtained via Longitude6's Participant Consent form completed at the time of assessment (the "Consent Form").
- Personal information includes any data identifying a Participant, including health information or assessment responses.
- Sensitive information (e.g. health data) is collected only with Participant consent.
- Longitude6 collects Participant data through MotionTrack6 for the Customer's workplace health and safety purposes and makes it available to the Customer. The Customer decides why Participants are assessed and how it uses the results it receives. Longitude6 operates MotionTrack6 and holds the data securely. The Customer and Longitude6 each remain responsible for that data as set out in the Consent Form and Longitude6's Privacy Policy. Longitude6 may also use data for its own account administration, security, and aggregated or de-identified research and service-improvement purposes.
- Data is not disclosed to third parties without consent, unless required by law.

- All data is stored securely and kept up to date.

7. Participant Obligations

The Customer must ensure Participants give accurate, truthful responses and comply with these Terms.

8. Intellectual Property

MotionTrack6, and its original content, features, and functionality, remain the exclusive property of Longitude6 and its licensors, protected by intellectual property rights and unfair competition laws in Australia and around the world. Trademark use and proprietary-notice requirements are set out in Longitude6's [Platform Terms at longitude6.com/platform-terms](https://longitude6.com/platform-terms).

The Customer's rights are limited to the license granted in clause 4; no other rights in MotionTrack6 are granted.

9. Confidentiality

The Customer must keep confidential, and not disclose to any third party, Longitude6's scoring methodology, weightings, algorithms, and any other non-public information about MotionTrack6's underlying technology that it becomes aware of through its use of MotionTrack6, except where required by law or reasonably necessary for the Customer's internal workplace health and safety purposes. This clause survives termination of these Terms.

10. Warranties & Disclaimer

Reports and guidance generated by MotionTrack6 are for internal informational purposes only and are not professional medical advice. They must not be relied upon as the sole basis for any employment, safety, or other decision affecting a Participant. Longitude6's general warranty disclaimer applicable to MotionTrack6 is set out in its [Platform Terms at longitude6.com/platform-terms](https://longitude6.com/platform-terms).

11. Limitation of Liability & Indemnity

Use of MotionTrack6 is at the Customer's own risk. To the extent permitted by law, Longitude6 is not liable for indirect, incidental, special, consequential, or punitive damages, or loss of profits, revenue, data, use, or goodwill, arising from:

- use of, or inability to use, MotionTrack6;
- unauthorised access to Longitude6's servers or personal information stored on them; or
- bugs, viruses, or similar transmitted through MotionTrack6 by a third party.

Liability is otherwise limited to the extent required by law.

The Customer must defend and indemnify Longitude6 against all claims, losses, damages, or expenses arising from the Customer's breach of these Terms or misuse of MotionTrack6.

12. Term, Termination & Changes to Terms

These Terms commence on the Effective Date and continue until terminated under this clause; there is no fixed expiry, and the Customer's access renews automatically unless terminated. Longitude6 may suspend or terminate the Customer's access for breach of these Terms; on termination, access ends and data is securely deleted or returned as required, subject to the retention period set out in the Participant Consent form. Longitude6 may also modify these Terms or the Platform Terms at any time, acting reasonably and giving at least 30 days' notice of a material change — one that reduces the Customer's rights, increases fees, or materially affects how Participant data is handled.

13. Governing Law

These Terms are governed by the laws of Victoria, Australia.

14. Privacy

- Longitude6's data handling practices are set out in its Privacy Policy at longitude6.com/privacy-policy, which also addresses Privacy Act 1988 (Cth) and Australian Privacy Principles compliance.
- Participant data storage location, retention, and access/correction rights specific to MotionTrack6 assessments are set out in the Participant Consent form completed at the time of assessment, and are summarised in Longitude6's Participant Privacy Notice at longitude6.com/participant-privacy-notice.
- Privacy concerns: privacy@longitude6.com or the OAIC (www.oaic.gov.au).

15. Contact

Contact: support@longitude6.com (platform and technical queries); privacy@longitude6.com (privacy queries); admin@longitude6.com (general enquiries).

16. Acceptance

By submitting the Acceptance Form, you confirm that you are authorised to bind your organisation, that it accepts these Terms and the Platform Terms, and that it consents to the collection and use of Participant data as outlined above. Longitude6 will email you a copy of the Acceptance Record and keeps it as its record of acceptance.