



ARCHIVO LEGAL

Terms of service

The rules that apply when you create an Archivio account, manage a private sports media workspace, share a gallery or purchase digital photographs.

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VERSION 1.1

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This downloadable copy matches the policy published on archivoapp.com on the effective date shown. The online version should be checked for later updates.

1. About these terms

These Terms of Service form an agreement between you and DNM Family Trust trading as Archivo Images (ABN 86 139 521 070) (Archivo, we, us or our) and apply to archivoapp.com, Archivo accounts, workspaces, private gallery links, selling links and related services (the Service). By creating an account, accepting a workspace invitation, using a private link or completing a purchase, you agree to these terms.

You must be at least 18 years old to create a paid account, connect a payout account or sell photographs. If you use Archivo for a club, business or other organisation, you confirm that you have authority to bind that organisation. A parent or guardian should supervise any use by a person under 18.

2. What Archivo provides

Archivo is a private sports media storage and distribution platform. Workspace owners can upload and organise media, use assisted tagging, invite team members, create controlled viewing or download links and, where their plan permits, offer photographs for sale. Archivo does not provide a public gallery directory or promise that a private link cannot be forwarded by its recipient.

Features, allowances and availability vary by membership plan. Current plan inclusions and prices are shown on the Pricing page and form part of these terms when you subscribe.

3. Accounts and security

- Provide accurate, current account and billing information.
- Keep your password, account session and private links secure.
- Tell us promptly at support@archivoapp.com if you suspect unauthorised access.
- Remain responsible for activity performed through your account unless caused by our failure to use reasonable care.

We may require identity, business or payout verification where reasonably necessary for security, fraud prevention, legal compliance or payment processing.

4. Memberships, billing and plan changes

Paid memberships are billed in advance on a recurring monthly basis through Stripe unless the checkout page states otherwise. Prices are displayed in the applicable currency and include GST where stated. You authorise Stripe and Archivo to collect the recurring amount until the membership is cancelled.

You can manage or cancel a paid membership from your account. Cancellation normally takes effect at the end of the current paid period. Downgrading may reduce storage, team-seat, AI-tagging or selling allowances. If an account exceeds a new allowance, uploads or other features may be restricted until usage is reduced or the plan is upgraded.

We may change plan prices or inclusions by giving reasonable notice. A change will not retrospectively alter a period already paid for. Non-excludable consumer rights and the separate Refund Policy continue to apply.

5. Storage, files and backups

Storage allowances are calculated using the file-size records associated with uploaded originals. Technical previews, watermarks, processing copies, retained backups and provider calculations may use additional infrastructure without increasing the displayed customer allowance unless we clearly state otherwise.

You are responsible for retaining an independent copy of important originals. We use reasonable care to operate the Service, but Archivio is not a substitute for your own backup strategy and does not guarantee that every file can always be recovered. Deleted files may remain in encrypted backups or provider retention systems for a limited period before final removal.

6. Workspace owners and team access

A workspace owner controls membership, billing, team invitations and the workspace's private and selling links. Invited editors may upload, edit and organise media within the permissions Archivio makes available, but they cannot change owner-only billing or payout settings. The owner is responsible for inviting appropriate people and removing access when it is no longer required.

Actions taken by an authorised team member are treated as actions within the owner's workspace. Team members must only use workspace media for purposes authorised by the owner and applicable law.

7. Your content and permissions

You retain ownership of photographs, logos, names, tags and other material you upload (User Content). You grant Archivio a worldwide, non-exclusive, royalty-free licence to host, copy, resize, watermark, analyse, transmit and display User Content only as reasonably necessary to operate, secure, support and improve the Service and to fulfil your sharing and selling instructions.

- You own the User Content or have all permissions needed to upload and use it.
- You have authority to photograph, identify and distribute depicted people where consent or another lawful basis is required.
- Your use does not infringe copyright, privacy, publicity, contractual or other rights.
- You will follow club, venue, safeguarding and child-protection requirements that apply to the event or subjects.

Archivio does not acquire ownership of User Content and does not use private sports photographs to train a general-purpose public AI model unless we first obtain appropriate permission.

8. AI-assisted tagging

AI-assisted tags are suggestions intended to help organise media. They may be incomplete, inaccurate or inappropriate. Workspace users must review tags before relying on them, particularly where a tag could identify or describe a person. AI tagging is not facial recognition and must not be used to make legal, eligibility, safeguarding or other significant decisions about a person.

9. Private links and downloads

Viewing and selling links are unlisted access credentials. Anyone who obtains a valid link may be able to access the material made available through it. Workspace owners must choose recipients carefully and revoke or regenerate links when access should end. Recipients must not publish, forward, scrape or reuse a link or its contents outside the permission given by the workspace owner.

Original download URLs may be short-lived. Access to a private order or gallery page may allow a fresh signed download to be created while that access remains authorised.

10. Selling photographs

Selling is available only on eligible plans and requires an approved Stripe connected account. The workspace owner offering a photograph for sale is the seller and is responsible for the image description, price, rights offered, tax settings, customer support and compliance with laws applying to the sale. Archivo supplies the marketplace technology and may collect a disclosed platform fee.

Sellers authorise Archivo and Stripe to process transactions, deduct disclosed platform and payment-processing fees, issue approved refunds and make related adjustments to the connected account. Stripe's own agreements also apply to connected accounts and payment services.

11. Photo purchases and licence

A purchase provides access to the digital original and a personal, non-exclusive, non-transferable licence to download, retain and use that image for ordinary personal purposes, unless the seller clearly states a different licence before checkout. Copyright is not transferred.

- Do not resell, sublicense or redistribute the original file.
- Do not use an image commercially, in advertising or merchandise without the copyright owner's permission.
- Do not use an image unlawfully, deceptively or in a way that violates a depicted person's rights.
- Keep the private order link secure and contact Archivo if delivery fails.

The watermarked preview, title and price shown at checkout identify the item being purchased. Minor differences caused by colour profiles, screens or file formats are not necessarily defects.

12. Acceptable use

- Do not upload unlawful, abusive, exploitative, defamatory or infringing material.
- Do not upload sexual content involving a minor or material that endangers a child.
- Do not bypass access controls, probe security, introduce malware or interfere with the Service.
- Do not scrape galleries, harvest personal information or use the Service for unsolicited marketing.
- Do not misrepresent identity, authority, ownership, consent, prices or sales.
- Do not exceed technical limits through automation or use Archivo as a general-purpose file distribution network.

13. Moderation, suspension and removal

We may review reports and restrict, hide or remove content or access where reasonably necessary to protect people, enforce these terms, prevent fraud, comply with law or preserve the Service. We may suspend or terminate an account for serious or repeated breaches, non-payment, security risk or unlawful conduct. Where appropriate, we will give notice and a reasonable opportunity to remedy the issue.

14. Third-party services

Archivo relies on service providers for hosting, database services, object storage, authentication, payments, email and AI processing. Their separate terms and privacy practices may apply when you use those functions. We remain responsible for our own obligations but are not responsible for a third-party service beyond the extent required by law.

15. Availability and changes

We aim to keep Archivo available and secure but do not promise uninterrupted or error-free operation. Maintenance, provider outages, internet conditions and events beyond reasonable control may affect access. We may modify or discontinue features where reasonably necessary, while taking reasonable steps to avoid materially reducing a prepaid service without notice or an appropriate remedy.

16. Consumer guarantees and liability

Nothing in these terms excludes, restricts or modifies rights or remedies that cannot lawfully be excluded, including applicable guarantees under the Australian Consumer Law. Subject to those rights, Archivo is provided on an as-available basis and we exclude implied terms to the extent permitted by law.

To the extent permitted by law, Archivo is not liable for indirect or consequential loss, loss of profit, loss caused by a user's failure to keep backups or secure a private link, or content and conduct controlled by a workspace owner, seller or recipient. Where liability for a non-consumer service may lawfully be limited, our aggregate liability is limited to the amount you paid Archivo for that service during the 12 months before the event giving rise to the claim.

17. Closing an account

You may stop using Archivo and cancel a membership through the available account controls. Before closing an account, download any material you need and resolve outstanding orders, refunds and team access. We may retain transaction, security and legal records where required, and deletion from backups may take additional time.

Terms concerning ownership, licences already granted to buyers, payment adjustments, liability and dispute resolution continue where their nature requires.

18. General

These terms and the policies linked from them form the entire agreement about the Service. If part of them is unenforceable, the remainder continues. A delay in enforcing a right is not a waiver. You may not transfer your account or agreement without our consent; we may transfer the Service as part of a genuine business restructure or sale, subject to applicable law.

These terms are governed by the laws of Queensland, Australia. Courts with jurisdiction in Queensland may hear disputes, without limiting any right to bring a claim in another forum required by consumer law.

19. Changes and contact

We may update these terms to reflect legal, security, provider or product changes. We will publish the updated date and provide additional notice where a change materially affects existing paid users. Questions, complaints and legal notices can be sent to support@archivoapp.com.