

Review for Outcomes – Terms of Use

Defined Terms

Site: Review for Outcomes website and platform

Service User (User, you, your): Individual or entity which utilises the Review for Outcomes platform.

Young Person or Young People: as defined in the *Australian Privacy Act 1988* (Cth).

Youth Projects (we, our, us): the owner and operator of the Review for Outcomes Platform is Youth Projects Limited (ABN 68 149 618 486).

General

Youth Projects is the Site:

- Owner;
- Operator; and
- Data custodian;

as part of our work to support organisations delivering more effective employment programs for young people experiencing disadvantage.

The Site is available at: platform.reviewforoutcomes.com.au and may be available through other addresses or channels.

Consent

By accessing and/or using our Site, you agree to these Terms of Use and our Privacy Policy (Terms). Please read these Terms carefully and immediately cease using our Site if you do not agree to them.

Variations

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (Content) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out of date.

Registration and Accounts

The Site is available for use by organisations that deliver employment programs for young people. To access or use the Site, you must contact us to register for an account at review@youthprojects.org.au. It is the responsibility of the user to provide up to date information when registering to use our Site and to inform us in writing of any changes to your information.

User Login Details

You agree to keep your username and password confidential and secure and not permit any other person to access the Site using your username or password. You must notify us in writing immediately if you become aware of any unauthorised use of your account or if you become aware of any disclosure of your password. You are responsible for any activity on our Site arising out of any failure to keep your password confidential and you may be held liable for any losses arising out of such a failure. We are entitled to assume that all uses of the Site under your username are undertaken by you.

Cancellation and Suspension of Account

We may suspend your account, cancel your account or edit your account details at any time in our sole discretion without notice or explanation. You can cancel your account on our Site by contacting review@youthprojects.org.au.

Intellectual Property Rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content.

License to Use Our Site

You may only use our Site for your own business purposes, and you must not use our Site for any other purposes. Except as expressly permitted by these Terms in relation to your User Content, you must not edit or otherwise modify any Content. We reserve the right to restrict access to areas of our Site, or indeed our whole Site, at our discretion. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Site. You may:

- 1) view pages from our Site in a web browser;
- 2) download pages from our Site for caching in a web browser;
- 3) print pages from our Site;
- 4) export your User Content from the Site; and
- 5) use our Site services by means of a web browser, subject to the other provisions of these Terms.

Unless you own or control the relevant rights in the material (such as your User Content), you must not:

- 1) republish Content (including republication on another Site);
- 2) sell, rent or sub-license Content;
- 3) show any Content in public;
- 4) exploit Content for a commercial purpose; or
- 5) redistribute Content.

User Content

In these Terms, “User Content” means all works and materials (including without limitation text and images) that you or the young people that participate in your employment programs submit for storage or publication on, processing by, or transmission via, our Site.

You agree that you are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of use all User Content that you or the participants in your employment programs make available on or through our Site. You represent and warrant that:

- 1) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- 2) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Use of User Content

You acknowledge and agree that we may compile, use and disclose statistics based on User Content in aggregate, de-identified form only in compliance with applicable privacy laws. Under no circumstances will we share or disclose User Content in individual or identifiable form to any third party without the prior written consent of the relevant individual, except as required by law. Subject to the foregoing, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to reproduce, store and, with your consent, publish your User Content on and in relation to the Site.

Prohibited Content

You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- 1) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights; (b) using our Site to defame, harass, threaten, menace or offend any person;
- 2) interfering with any user using our Site;
- 3) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- 4) using our Site to send unsolicited email or text messages; or
- 5) facilitating or assisting a third party to do any of the above acts.

Security

We will use commercially reasonable efforts to maintain administrative, physical and technical safeguards to protect your User Content. Where we handle Personal Information (as defined in the Privacy Act 1988) in connection with the Site, we will implement practices, procedures and systems that ensure our compliance with the Australian Privacy Principles in relation to the collection, use, disclosure, storage and destruction or de-identification of that Personal information. This may include, but is not limited to, measures preventing access to

the User Content, monitoring of remote access attempts, firewalls and appropriate software for the purposes of providing security, all of which are to be made in our discretion.

Data Breach

If we become aware or suspect that any User Content held by us on the Site is lost or subjected to unauthorised access, use or disclosure or other misuse (a Data Breach), we will notify you as soon as practicable. We will provide you with details of the Data Breach, take all reasonable steps to prevent, stop or minimise the Data Breach and provide information and other assistance reasonably requested by you to assess the seriousness of and respond to the Data Breach. We may make any notifications in respect of the Data Breach as required by law.

Third Party Emails and SMS

Youth employment program participants can be sent surveys from the Site via email and SMS. These services are operated by third parties. We do not own or control the third-party services and have no control over, and assume no responsibility for, the content, privacy policies, or practices of the third-party administrators or any other third-party website or services.

Warranties and Disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- 1) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- 2) access will be uninterrupted, error-free or free from viruses; or
- 3) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

Discontinuance

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms.

Limitation of Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present,

unascertained, future or contingent suffered by you or any third party, arising from or in connection with your use of our Site, the User Content and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the User Content or Content is incorrect, incomplete or out-of-date (Limitation of Liability).

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and the Limitation of Liability and Indemnity clauses set out in these Terms will survive.

Disputes

In the event of any dispute arising from, or in connection with, these Terms (Dispute), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution.

Within seven (7) days after receiving the notice, the parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the party), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged.

If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within twenty-one (21) days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Jurisdiction

Your use of our Site and these Terms are governed by the laws of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

Credit

This document was created using a template from LegalVision (<https://legalvision.com.au/>)

Questions

For any questions and regarding these Terms or the Review for Outcomes platform, please contact us at: Email: review@youthprojects.org.au