

## Terms of Use

Welcome to the Lived Experience Australia Online Learning Platform ("**the site**"). By accessing the site, you agree that these terms and conditions (**Terms of Use** and **Privacy Policy**) will apply to your use, so please read them through carefully before creating a user account or accessing the site. Once you have created a user account for the site, you agree to be bound by these terms and conditions.

## We're providing this site on the basis that:

- We consider these Terms of Use to set out the whole agreement between you and us for the supply of online learning.
- You read and understand these Terms of Use before you create an account to access the site. You will be bound by the Terms of Use once you have created an account on the site.
- We have the right to revise and amend these Terms of Use from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

## Your usage information

When it comes to websites, privacy is one of the first things we all think about, specifically 'What happens to my information?', so we think it makes sense to cover that first.

We may collect and store information about your usage, including:

- the date and time you accessed the site.
- information you accessed and entered into the site.
- courses completed on the site.
- the type of device from which you accessed the site.
- the location from which you accessed the site.

### Why do we collect this information?

Firstly, this information allows us to measure visitor numbers and evaluate how people use the site, so we can keep improving it for the benefit of all users.

We do not collect any information for any type of online advertising, and your personal information will not be shared with any third parties. All data is sent to and stored on secure Microsoft servers.

So, who owns the data entered into the site? If you are using the site on your own device, the data remains your property. The data you enter is not owned by Lived Experience Australia Ltd.

## **Privacy**

These Terms of Use incorporate, and should be read together with, our Privacy Policy.

## **General disclaimer**

To the extent permitted by law, Lived Experience Australia Ltd will in no way be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of the site, resources provided on the site, or websites of other entities which may be hyperlinked within the site (**Linked Websites**).

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers. We may change these Terms of Use at any time without notice. Any amendment will be effective immediately. Your continued use of the site after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Use. Accordingly, you should access and read the Terms of Use from time to time for changes.

## **Specific warnings and disclaimers**

The information contained in the site is provided by us in good faith and on an 'as is' basis. The information is believed to be accurate and current as at the date the information was placed in the site. We make no representation or warranty as to the reliability, accuracy or completeness of the information contained in the site, or that your use of the site will be uninterrupted or error free. You should not act on the basis of anything contained in the site without first obtaining professional advice specific to your circumstances. You must make your own assessment of the information contained in the site and, if you choose to rely on it, it is wholly at your own risk.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with your use of the site, linked resources or a Linked Website. You must take your own precautions to ensure that whatever you select for your use from the site is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time, change or add to the site without notice. We will not be liable to you or anyone else if errors occur in the information in the site or if that information is not up-to-date.

To the extent permitted by applicable law, all implied conditions, representations, warranties and other terms are excluded. You must ensure that your access to the site is not illegal or prohibited by laws which apply to you or in your location.

## **Your use of the site**

As a condition of your use of the site, you warrant to us that you will not use the site for any purpose that prohibited by these Terms of Use. In particular, you agree not to:

- publish, distribute, email, transmit or disseminate any material which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
- use any automated scripting tools or software;
- engage in or promote any third party surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming via the site;
- impersonate any other person or entity;
- upload, post, email, transmit or otherwise make available using the site any material that you do not have a right to make available or which contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware or to utilise other computer systems for improper purposes or without authorisation; or
- breach any laws or regulations which are applicable to your use of the site in your jurisdiction.

## **Copyright**

Unless otherwise acknowledged, all material in the site, including (but not limited to) courses, downloads, text, graphics, information architecture and coding, is the property of Lived Experience Australia Ltd. All copyright is reserved.

You are provided with access to the site and may download, store in cache, display, print or make a single copy of the information or material stored in the site (in its unaltered form) and for your personal and non-commercial use only. Except for these purposes, and for the purposes of and subject to the conditions prescribed under the Copyright Act 1968 (Cth) (or any similar statute that applies in your jurisdiction), you may not, in any form or by any means:

- adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of the site; or

- commercialise any information, products or services obtained from any part of the site, without our written permission.

If you wish to make any other use of the material in the site, you must obtain our permission before doing so. To ask for permission or for further information, please [contact us](#).

All trade names, trade marks, service marks and other product and service names and logos (**Marks**) displayed in the site are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used in the site with permission of the relevant owner.

Nothing contained in the site should be construed as granting any licence or right of use of any Mark which is displayed in the site without the express written permission of the relevant owner.

If you use any of our Marks to refer to our activities, products or services, you must include a statement attributing that Mark to us. You must not use any of our Marks:

- in or as the whole or part of your own Marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages us or our information, products or services (including this App).

## Linked Websites

This site may contain links to Linked Websites or resources. Those links are provided for convenience only and may not remain current or be maintained. We have no control over or rights in any Linked Website that is not our own.

Unless specifically stated, the inclusion of a Linked Website should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of the Linked Website, or for any information, product or service referred to on the Linked Website.

Your use of any Linked Website is entirely at your own risk and you will be bound by the terms and conditions (if any) posted on the Linked Website and not by these Terms of Use. We are not responsible for the privacy practices of any third party social media or other service providers that you can access through the site.

## Applicable laws

These Terms of Use are governed by the laws in force in South Australia, Australia and you submit to the non-exclusive jurisdiction of the courts of South Australia, Australia and any

courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or this Website.

## **Privacy Policy**

Lived Experience Australia Ltd is committed to protecting your privacy and the confidentiality of any personal information you provide to us. We comply with the Privacy Act 1988 (Cth) and other relevant state laws in relation to the management of personal information.

This Privacy Policy describes our policies and procedures on the collection, holding, use and disclosure of your personal information. By providing any personal information to the Lived Experience Australia Ltd via the site, you indicate your acceptance of this Privacy Policy.

This Privacy Policy should be read together with our Terms of Use.

## **What is personal information?**

When used in this Policy, "personal information" has the meaning given in the Privacy Act. Generally, it means any information or an opinion that could be used to personally identify you.

## **What personal information do we collect?**

We collect individual's names, contact details, basic demographics and employer information. However demographic and employer information is voluntary and is not required to register a user account and access online training courses from us.

All information collected is securely stored within Microsoft servers and only accessible by authorised individuals with secure logins.

## **How does Lived Experience Australia Ltd use personal information?**

Along with information about how and when you access the site, any personal information you provide helps us to evaluate people's use of the site, so we improve it for the benefit of all users and for de-identified reporting purposes to our funding bodies. We do not collect

this information for any type of online advertising, and your information will not be shared with any third parties.

Individual information for the purpose of creating a user account is sent to and stored on secure Microsoft servers.

If you choose to provide your personal details to us, you agree that your personal information may be used as set out above.

Other than for the purposes described above, Lived Experience Australia Ltd we will not use your personal information without your prior consent.

## **Security of your information**

We take reasonable steps to ensure the security of all information we collect, including that the information is protected from misuse and loss and from unauthorised access, modification or disclosure. For example, if personal information is collected, is maintained in a secure environment, which can be accessed only by authorised personnel. No data transmission over the internet or information stored on servers accessible through the internet can be guaranteed to be fully secure.

## **Disclosure of personal information**

Personal information will only be disclosed to third parties in accordance with this Privacy Policy. Information may be provided to third parties where any functions or services relating to the purpose for which the personal information is collected are being outsourced or you would reasonably expect us to disclose it to a third party for a particular purpose.

We will not use or disclose your personal information except in accordance with this Privacy Policy unless you have consented to the use or disclosure, or where disclosure is necessary to prevent injury to life or health, to investigate any suspected unlawful activity or where the use or disclosure is required or authorised by law.

Lived Experience Australia Ltd does not directly transfer or disclose personal information from Australia to any countries overseas.

## **Complaints about your privacy**

You may make a complaint regarding our privacy practices (including any suspected breach of the Australian Privacy Principles), by contacting the Privacy Officer in writing via [email](#) or post (Lived Experience Australia Ltd PO Box 542, Marden SA 5070).

We will investigate your complaint, provided that it is not vexatious or frivolous. We will contact you within a reasonable period of time to advise you of the outcome of your complaint.

We will work with the appropriate regulatory authorities (if any), to resolve any complaints regarding the transfer of personal information that we cannot resolve with you directly.

## **Changes to Terms of Use and Privacy Policy**

These Terms of Use and Privacy Policy may change from time to time, particularly as new laws or regulations are introduced.

## **Meanings**

In this Terms of Use and Privacy Policy, "we", "us", and "our" refers to Lived Experience Australia Ltd ABN 44 613 210 889, and "our" has a similar meaning.

## **Contact us**

Email [admin@livedexperienceaustralia.com.au](mailto:admin@livedexperienceaustralia.com.au)

Post PO Box 245, Marden SA 5070

Phone 1300 620 042