

1 PURPOSE OF OUR POLICY

1.1 Scouts Australia, NSW Branch, NSW Lones Scout Group (we, us or our) provides the Scouts Australia, NSW Branch, NSW Lones Scout Group web & mobile system (Scouts Australia, NSW Branch, NSW Lones Scout Group) to:

- (a) Create an “electronic on-line camp application and information form” about an individual to keep vital health and contact information up-to-date;
- (b) Share this information with Leaders and adults who have a duty of care to the individual; and
- (c) Electronically communicate consents and permissions about an individual between parents/guardians/care givers (Care Givers) and Care Providers.

Scouts Australia, NSW Branch, NSW Lones Scout Group online application form is used for information about both children and adults.

1.2 We have adopted this Privacy Policy to ensure that we have standards in place to protect the Personal Information that we collect about individuals that is necessary and incidental to:

- (a) Providing the system and services that Scouts Australia, NSW Branch, NSW Lones Scout Group offers; and
- (b) The normal day-to-day operations of our Group.

1.3 This Privacy Policy follows the standards of the Australian Privacy Principles set by the Australian Government for the handling of Personal Information under the Privacy Act 1988 (Cth) (Privacy Act).

1.4 By publishing this Privacy Policy we aim to make it easy for our customers and the public to understand what Personal Information we collect and store, why we do so, how we receive and/or obtain that information, and the rights an individual has with respect to their Personal Information in our possession.

2 WHO AND WHAT THIS POLICY APPLIES TO

2.1 Our Privacy Policy deals with how we handle both “personal information” and “health information” as those terms are defined in the Privacy Act (and together referred to in this Privacy Policy as Personal Information)

2.2 We handle Personal Information regarding adults and children in our own right and also for and on behalf of our customers and users.

2.3 The Privacy Policy applies to all forms of information, physical and digital, whether collected or stored electronically or in hardcopy.

2.4 If, at any time, an individual provides Personal Information or other information about someone other than himself or herself, the individual warrants that:

(a) With respect to Personal Information about a child, they are that child's "responsible person" as defined in the Privacy Act (namely a parent or guardian); and/or

(b) They have that person's consent to provide such information for the purpose specified.

3 THE INFORMATION WE COLLECT

3.1 In the course of business it is necessary for us to collect Personal Information. This information allows us to identify who an individual is for the purposes of our business, share Personal Information when asked of us, contact the individual in the ordinary course of business and transact with the individual. Without limitation, the type of information we may collect is:

(a) Health Information. We may collect information for an EHF (Electronic Health Form) about the health, disability, health services, medical histories, prescriptions, allergies and other information about an individual defined as "health information" in the Privacy Act;

(b) Personal Information. We may collect personal details such as an individual's name, location, date of birth, nationality, family details and other information defined as "Personal Information" in the Privacy Act that allows us to identify who the individual is;

(c) Contact Information. We may collect information such as an individual's email address, and telephone numbers, third-party usernames, residential, business and postal address and other information that allows us to contact the individual;

(d) Information an individual sends us. We may collect any personal correspondence that an individual sends us, or that is sent to us by others about the individual's activities.

3.2 We may collect other Personal Information about an individual, which we will maintain in accordance with this Privacy Policy.

3.3 We may also collect non-Personal Information about an individual such as information regarding their computer, network and browser. This may include their IP address. Where non-Personal Information is collected the Australian Privacy Principles do not apply.

4 HOW INFORMATION IS COLLECTED

4.1 Most information will be collected in association with an individual's use of Scouts Australia, NSW Branch, NSW Lones Scout Group, an enquiry about Scouts Australia, NSW Branch, NSW Lones Scout Group or generally dealing with us.

(a) Accounts/Memberships. When an individual submits their details to open an account and/or become a member with us;

(b) Contact. When an individual contacts us in any way;

(c) Access. When an individual accesses us physically we may require them to provide us with details for us to permit them such access. When an individual accesses us through the internet we may collect information using cookies (if relevant – an individual can adjust their browser's setting to accept or reject cookies) or analytical services; and/or

(d) Pixel Tags. Pixel tags enable us to send email messages in a format customers can read and they tell us whether mail has been opened.

4.2 As there are many circumstances in which we may collect information both electronically and physically, we will endeavour to ensure that an individual is always aware of when their Personal Information is being collected.

4.3 Where we obtain Personal Information without an individual's knowledge (such as by accidental acquisition from a client) we will either delete/destroy the information, or inform the individual that we hold such information, in accordance with the Australian Privacy Principles.

5 WHEN PERSONAL INFORMATION IS USED & DISCLOSED

5.1 The primary reason Personal Information is used or disclosed is to share EHF's with authorised Care Providers. We will never use Personal Information in Scouts Australia, NSW Branch, NSW Lones Scout Group for any other purpose than making the individual's EHF available to authorised Care Providers. We will never use the information in an EHF for any marketing or commercial purposes, and we maintain all Health Information in the strictest confidence.

5.2 In general, the primary principle is that we will not use any Personal Information other than for the purpose for which it was collected other than with the individual's permission. The purpose of collection is determined by the circumstances in which the information was collected and/or submitted.

5.3 We will retain Personal Information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

5.4 It is necessary for us to disclose an individual's Personal Information to third parties in a manner compliant with the Australian Privacy Principles in the course of our business, which includes:

(a) Sharing of EHF's. We may release the Personal Information in EHF's to authorised Care Providers, by giving them access to the EHF in Scouts Australia, NSW Branch, NSW Lones Scout Group.

5.5 We will not disclose or sell an individual's Personal Information to unrelated third parties under any circumstances.

5.6 Information is used to enable us to operate our business, especially as it relates to an individual. This may include:

(a) The provision of goods and services between an individual and us;

(b) Verifying an individual's identity;

(c) Communicating with an individual about:

(d) Their relationship with us;

(e) Our goods and services;

(f) Investigating any complaints about or made by an individual, or if we have reason to suspect that an individual is in breach of any of our terms and conditions or that an individual is or has been otherwise engaged in any unlawful activity; and/or

(g) As required or permitted by any law (including the Privacy Act).

5.7 There are some circumstances in which we must disclose an individual's information:

(a) Where we reasonably believe that an individual may be engaged in fraudulent, deceptive or unlawful activity that a governmental authority should be made aware of;

(b) As required by any law (including the Privacy Act);

5.8 The Scouts Australia, NSW Branch, NSW Lones Scout Group system uses third-party products to send Scouts Australia, NSW Branch, NSW Lones Scout Group messages such as profile requests and eForms. This clause is to clarify that we do use other systems to run our business and to communicate with customers or users. These service providers are located in Australia and the United States of America. For example, we might reply to an email using Gmail. When we use those products, we just want to be clear that we do not store any private medical information in any other system outside Scouts Australia, NSW Branch, NSW Lones Scout Group.

The emails we send are, like most emails, sent encrypted but stored on third party systems as clear text. For this reason, emails we send never contain any confidential information such as medical information or contact details.

6 OPTING “IN” OR “OUT”

6.1 An individual may opt to not have us collect their Personal Information. This may prevent us from offering them some or all of our services and may terminate their access to some or all of the services they access with or through us. They will be aware of this when:

(a) Opt In. Where relevant, the individual will have the right to choose to have information collected and/or receive information from us; or

(b) Opt Out. Where relevant, the individual will have the right to choose to exclude himself or herself from some or all collection of information and/or receiving information from us.

6.2 If an individual believes that they have received information from us that they did not opt in or out to receive, they should contact us on the details below.

7 THE SAFETY & SECURITY OF PERSONAL INFORMATION

7.1 We will take all reasonable precautions to protect an individual's Personal Information from unauthorised access. This includes appropriately securing our electronic networks.

7.2 Scouts Australia, NSW Branch, NSW Lones Scout Group uses SSL encryption to store and transfer Personal Information. Despite this, the security of online transactions and the security of communications sent by electronic means or by post cannot be guaranteed. Each individual that provides information to us via the internet or by post does so at their own risk. We cannot accept responsibility for misuse or loss of, or unauthorised access to, Personal Information where the security of information is not within our control.

7.3 We are not responsible for the privacy or security practices of any third party (including third parties that we are permitted to disclose an individual's Personal Information to in accordance with this policy or any applicable laws). The collection and use of an individual's information by such third parties may be subject to separate privacy and security policies.

7.4 If an individual suspects any misuse or loss of, or unauthorised access to, their Personal Information, they should let us know immediately.

7.5 We are not liable for any loss, damage or claim arising out of another person's use of the Personal Information where we were authorised to provide that person with the Personal Information.

8 HOW TO ACCESS AND/OR UPDATE INFORMATION

8.1 Users of Scouts Australia, NSW Branch, NSW Lones Scout Group can update their Personal Information by contacting the NSW Lones Scout Group by the contact information below.

8.2 Subject to the Australian Privacy Principles, an individual has the right to request from us the Personal Information that we have about them, and we have an obligation to provide them with such information within 28 days of receiving their written request.

8.3 If an individual cannot update its own information, we will correct any errors in the Personal Information we hold about an individual within 7 days of receiving written notice from them about those errors.

8.4 It is an individual's responsibility to provide us with accurate and truthful Personal Information. We cannot be liable for any information that is provided to us that is incorrect.

9 COMPLAINTS AND DISPUTES

9.1 If an individual has a complaint about our handling of their Personal Information, they should address their complaint in writing to the details below.

9.2 If we have a dispute regarding an individual's Personal Information, we both must first attempt to resolve the issue directly between us.

9.3 If we become aware of any unauthorised access to an individual's Personal Information we will inform them at the earliest practical opportunity once we have established what was accessed and how it was accessed.

9.4 In the event that you are not satisfied with our handling of your complaint, you can refer your complaint to the Australian Privacy Commissioner.

10 Contacting INDIVIDUALS

10.1 From time to time, we may send an individual important notices, such as changes to our terms, conditions and policies. Because this information is important to the individual's interaction with us, they may not opt out of receiving these communications.

11 CONTACTING US

11.1 All correspondence with regards to privacy should be addressed to:

The Information Security, The Group Leader

Scouts Australia, NSW Branch, NSW Lones Scout Group Pty Ltd

174 Waugoola Rd
WYANGALA NSW 2808
Australia

Email: groupleader@nswlones.net.au

You may contact the Group Leader by email in the first instance.

12 ADDITIONS TO THIS POLICY

12.1 If we decide to change this Privacy Policy, we will post the changes on our webpage at www.nswlones.net.au. Please refer back to this Privacy Policy to review any amendments. If there are material changes to this Privacy Policy we will send an email and/or provide an in-app notification. Continued use of Scouts Australia, NSW Branch, NSW Lones Scout Group services implies you agree to the changes. If you do not agree with the changes you should discontinue your use of the Scouts Australia, NSW Branch, NSW Lones Scout Group services.

12.2 We may do things in addition to what is stated in this Privacy Policy to comply with the Australian Privacy Principles, and nothing in this Privacy Policy shall deem us to have not complied with the Australian Privacy Principles.

TERMS

INTRODUCTION

1.1 Scouts Australia, NSW Branch, NSW Lones Scout Group provides the Scouts Australia, NSW Branch, NSW Lones Scout Group web & mobile system to:

- (a) Create an Electronic Health Form and Camp Application Form about an Individual to keep vital health information up-to-date and provide approval for camp attendance;
- (b) Share Electronic Health Forms with Care Providers; and
- (c) Electronically communicate consents and permissions about an Individual between Care Givers and the Individual's Care Providers.

1.2 Scouts Australia, NSW Branch, NSW Lones Scout Group is used:

- (a) For information about both children and adults;
- (b) By an Individual to share information about themselves; and/or
- (c) By a Care Giver to share information about a Child or Adult.

Important TERMS

A Key definitions

A.1 The following terms are used regularly throughout these Terms of Service and have a particular meaning (additional definitions are found in the General Conditions):

- (a) **Agreement** means these Terms of Service.
- (b) **Adult** means a person that has reached the legal age of majority (generally over the age of 18).
- (c) **Scouts Australia, NSW Branch, NSW Lones Scout Group** means the Scouts Australia, NSW Branch, NSW Lones Scout Group:
 - i Web application accessible from <https://nswlones.net.au>;
- (d) **Care Giver** means:
 - i The parent or legal guardian of a Child; or
 - ii The carer or legal guardian of an Adult.
- (e) **Care Provider** means (without limitation) carers, schools, clubs, other groups and natural persons with a duty of care to the Individual that:

- i** Are users of Scouts Australia, NSW Branch, NSW Lones Scout Group; and/or
- ii** Are authorised to access an Individual's EHF.
- (f)** **Child** means a legal minor (generally under the age of 18).
- (g)** **Company** means Scouts Australia, NSW Branch, NSW Lones Scout Group.
- (h)** **EHF (Electronic Health Form)** means the record of an Individual's Health Information in Scouts Australia, NSW Branch, NSW Lones Scout Group.
- (i)** **Fee** means any fee paid by a User for access to or use of Scouts Australia, NSW Branch, NSW Lones Scout Group.
- (j)** **Health Information** has the same meaning as in the Privacy Act (but generally refers to information about the health or a disability of an Individual at any time).
- (k)** **Individual** means a Child or Adult with an EHF about them in Scouts Australia, NSW Branch, NSW Lones Scout Group.
- (l)** **Organisation** means a Care Giver that is (without limitation) a school, childcare centre, club, institution, agency or other organised or incorporated body.
- (m)** **Privacy Policy** means Scouts Australia, NSW Branch, NSW Lones Scout Group's privacy policy as updated from time-to-time, which can be found at <https://nswlones.net.au>
- (n)** **Staff Member** means any employee, volunteer or other personnel of an Organisation, including teachers, coaches, instructors, Leaders etc.
- (o)** **User** means any Care Giver, Care Provider, Individual or Staff Member that uses Scouts Australia, NSW Branch, NSW Lones Scout Group.

B Agreement

B.1 This Agreement governs the use of Scouts Australia, NSW Branch, NSW Lones Scout Group by any User and limits the liability of the Company to any User. This Agreement has specific terms of use (in addition to the General Conditions) that apply to:

- (a)** Care Givers and Individuals (**Item C**)
- (b)** Care Providers and Organisations (**Item D**)
- (c)** Staff Members (**Item E**)

B.2 In addition to any other express or implied consents, by using Scouts Australia, NSW Branch, NSW Lones Scout Group the User accepts and agrees to the terms of:

- (a)** This Agreement; and
- (b)** The Privacy Policy.

C Care Givers & Individuals terms of use

C.1 Scouts Australia, NSW Branch, NSW Lones Scout Group enables Care Givers and Individuals to:

- (a)** Input Health Information about an Individual and create an EHF;
- (b)** Authorise Care Providers:
 - i** To access the EHF of an Individual; and
 - ii** Contact the Individual and/or Care Giver;
- (c)** Consent to activities and actions for the Individual with a Care Provider; and
- (d)** Communicate with a Care Provider and, if relevant, its Staff Members.

C.2 The Care Giver agrees and accepts that:

- (a)** Scouts Australia, NSW Branch, NSW Lones Scout Group may share the EHF and other personal information of the Individual with any Care Provider authorised by the Care Giver and/or Individual;
- (b)** Any information shared by Scouts Australia, NSW Branch, NSW Lones Scout Group with a Care Provider authorised by the Care Giver and/or Individual may be retained by the Care Provider for the purpose of updating/maintaining their administrative records and/or for compliance purposes;
- (c)** To correspond with the Care Giver and/or Individual, the Care Provider must use the Care Giver's and/or Individual's contact information;
- (d)** Some communications are emergent and cannot be opted-out;
- (e)** Scouts Australia, NSW Branch, NSW Lones Scout Group may send the Care Giver and/or Individual emails, text messages, push notifications and other alerts on behalf of Care Providers and their Staff Members;
- (f)** Any consent made by a Care Giver and/or Individual through Scouts Australia, NSW Branch, NSW Lones Scout Group is valid and binding unless and until revoked by the Care Giver and/or Individual, and a Care Provider may rely on a consent made through Scouts Australia, NSW Branch, NSW Lones Scout Group without any need to further verify the veracity of that consent;
- (g)** All information about an Individual is used and controlled by the Care Giver and/or Individual, not Scouts Australia, NSW Branch, NSW Lones Scout Group;
- (h)** All information input to Scouts Australia, NSW Branch, NSW Lones Scout Group about an Individual is provided with that Individuals consent.

(i) The Care Provider authorised by the Care Giver and/or Individual to receive the EHF and other personal information may have its own policy governing access to this information and the use of Scouts Australia, NSW Branch, NSW Lones Scout Group by its Staff Members.

C.3 Where an Individual is a Child, Scouts Australia, NSW Branch, NSW Lones Scout Group may:

(a) Restrict the Child's use of Scouts Australia, NSW Branch, NSW Lones Scout Group in any way it sees appropriate;

(b) Require the Child's Care Giver to confirm any:

i Changes to information about the Child in Scouts Australia, NSW Branch, NSW Lones Scout Group; and/or

ii Authorisations or consent provided through Scouts Australia, NSW Branch, NSW Lones Scout Group about the Child;

Before making those changes or permitting those authorisations or consents to be transmitted.

D Care Provider & Organisation terms of use

D.1 Scouts Australia, NSW Branch, NSW Lones Scout Group may enable a Care Provider to:

(a) Upload and input Child information;

(b) Upload and input Care Giver information (including contact information);

(c) Organise Child information by class/team/group etc;

(d) Authorise Staff Members to access and use Scouts Australia, NSW Branch, NSW Lones Scout Group;

(e) Communicate to:

i Request consents from Care Givers to undertake activities or actions with or for their Child;

ii Request consents from Individuals to undertake activities or actions with or for them;

iii Request information from Care Givers; and

iv Communicate with Care Givers;

(f) Manage and reconcile consents and communications with and from Care Givers;

(g) View a record of all of the activities within Scouts Australia, NSW Branch, NSW Lones Scout Group by the Care Provider, its Staff Members and Care Givers;

D.2 The Care Provider agrees and warrants that:

(a) It shall not store or record any Health Information that it can access through Scouts Australia, NSW Branch, NSW Lones Scout Group unless it is fully compliant with the Privacy Act;

(b) It shall not disclose any information, other than to its authorised Staff Members, about an Individual to any other person or party other than as authorised by the Individual or the Care Giver;

(c) It shall ensure all personal information it has access to through its use of Care Monkey is kept and used in accordance with the Privacy Act;

(d) It shall only use Scouts Australia, NSW Branch, NSW Lones Scout Group for its intended purpose as set out in this Agreement;

(e) It shall comply with all anti-SPAM legislation in its jurisdiction;

(f) It is solely responsible for the use of the Child or adult information uploaded or input into Scouts Australia, NSW Branch, NSW Lones Scout Group by any Staff Member;

E Staff member terms of use

E.1 Staff Members agree to use Scouts Australia, NSW Branch, NSW Lones Scout Group in accordance with the rights and obligations of the Organisation that authorises their access.

F Individual TERMS OF USE

F.1 Scouts Australia, NSW Branch, NSW Lones Scout Group can enable an Individual to access information:

(a) Uploaded by the Individual's Care Giver; or

(b) Uploaded by the Individual.

F.2 If an Individual is a Child he or she must obtain consent from their Care Giver before using Scouts Australia, NSW Branch, NSW Lones Scout Group.

H Electronic transactions

H.1 The User agrees that when it provides any consent, authority or agreement through Scouts Australia, NSW Branch, NSW Lones Scout Group it does so as an electronic transaction and warrants that such transaction shall be binding on the party.

H.2 The User agrees that any request for a consent, authority or agreement it sends to other Users through Scouts Australia, NSW Branch, NSW Lones Scout Group as an electronic transaction shall be sent directly from its email address.

I Verification

I.1 The User is solely responsible for verifying the identity of a signatory to any electronic transaction it is a party to.

I.2 The Company does not guarantee the validity of any electronic transaction.

J Term & limitations

J.1 **Term.**

The User's license to access Scouts Australia, NSW Branch, NSW Lones Scout Group shall be ongoing until terminated by The Company in accordance with this Agreement.

J.2 **Limitations on Use.**

The Company may limit or restrict access to Scouts Australia, NSW Branch, NSW Lones Scout Group from time-to-time as it sees fit, including (but not limited to):

(a) Entities. The Company may restrict access only to reputable and/or registered Organisations; and

(b) Location. The Company may restrict access to Scouts Australia, NSW Branch, NSW Lones Scout Group to certain jurisdictions where it is able to offer Scouts Australia, NSW Branch, NSW Lones Scout Group.

K Registration

K.1 **Registration.**

(a) The Company may set any registration requirements in its absolute discretion.

L Confidential information

L.1 The Company will keep confidential all information that it becomes aware of regarding the User's:

(a) Health Information;

(b) Personal information; and

(c) Child information;

M Termination

(a) Either party may end this Agreement at any time by 30 days' written notice to the other party.

N Disclaimer – third party INFORMATION & services

N.1 The User acknowledges that Scouts Australia, NSW Branch, NSW Lones Scout Group:

(a) Is dependent on third-party services, including but not limited to health service providers, telecommunications services;

N.2 The User agrees that the Company shall not be responsible or liable in any way for:

(a) Interruptions to the availability of Scouts Australia, NSW Branch, NSW Lones Scout Group due to third-party services; or

(b) Information contained on any linked third party website.

O General

O.1 **Governing Law.** New South Wales, Australia

O.2 **Reference City.** Sydney.

General conditions

1 Background

1.1 The User wishes to access Scouts Australia, NSW Branch, NSW Lones Scout Group provided by The Company.

1.2 The terms and conditions in this Agreement govern the provision of Scouts Australia, NSW Branch, NSW Lones Scout Group to the User by the Company.

2 INTERPRETATION

2.1 The following definitions apply in this document:

(a) **ABN** means Australian Business Number.

(b) **ACN** means Australian Company Number.

(c) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in the Reference City set out in item O of the Important Terms.

(d) Confidential Information means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of either party, including, without limitation:

- i** All technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;
- ii** All business and marketing plans and projections, details of agreements and arrangements with third parties, and customer and supplier information and lists;
- iii** All financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;
- iv** All information concerning any employee, customer, contractor, supplier or agent of the relevant party;
- v** The party's policies and procedures; and
- vi** All information contained in this document,

But excludes information that the other party can establish:

- vii** Is known by or is in the other party's possession or control other than through a breach of this document and is not subject to any obligation of confidence; or
- viii** Is in the public domain other than by a breach of this document or any obligations of confidence.

(e) Corporations Act means the *Corporations Act 2001* (Cth).

(f) Fees mean the fees and charges as set out in the Important Terms.

(g) Force Majeure means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- i** Act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;
- ii** Act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- iii** The effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and
- iv** Embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

(h) General Conditions means the terms and conditions set out in the section of this Agreement entitled “General Conditions”.

(i) GST has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(j) Intellectual Property means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property;

(k) Intellectual Property Rights means, for the duration of the rights in any part of the world, any Moral Rights, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.

(l) Health Information has the meaning given to it in the Privacy Act.

(m) Moral Rights means:

i Moral rights pursuant to the *Copyright Act 1968* (Cth);

ii Or any rights analogous to the rights set out in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended from time to time).

(n) Important Terms means this Agreement’s details and variables set out in the section of this Agreement entitled “Important Terms”.

(o) Pricing means the pricing as notified to the User in writing by the Company from time-to-time.

(p) Privacy Act means the *Privacy Act 1989* (Cth).

(q) Solution means the solution described in the Important Terms.

(r) Special Conditions means the terms and conditions set out in the section of this agreement entitled “Special Conditions”.

(s) Tax Invoice has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

(t) User Content means data that is uploaded or input into Scouts Australia, NSW Branch, NSW Lones Scout Group by the User or that forms part of the User’s Intellectual Property.

2.2 Headings are only for convenience and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and the opposite also applies.
- (a) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (b) A reference to a clause refers to clauses in this Agreement.
- (c) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (d) Mentioning anything after *includes, including*, or similar expressions, does not limit anything else that might be included.
- (e) A reference to a *party* to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- (f) A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- (g) A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

3 APPLICATION of this agreement

3.1 This Agreement applies to use of and access to Scouts Australia, NSW Branch, NSW Lones Scout Group.

3.2 Where the User does not accept the terms and conditions of this Agreement, the User must immediately cease using Scouts Australia, NSW Branch, NSW Lones Scout Group.

3.3 This Agreement may be updated by the Company at its absolute discretion from time-to-time, and unless stated otherwise by the Company in writing, such updates shall come into effect for use of Scouts Australia, NSW Branch, NSW Lones Scout Group at the User's next login after the User receives written notice of the update(s).

4 PRIVACY

4.1 The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about the User and other customers. The Company represents and warrants that it complies with the Privacy Act and the Company's Privacy Policy.

5 DATA

5.1 **Security.** The Company takes the security of Scouts Australia, NSW Branch, NSW Lones Scout Group and the privacy of its users very seriously. The User agrees that the User

shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.

5.2 **Transmission.** The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to the User to ensure that any transmission standards meet the User's operating and legal requirements.

5.3 **Backup.** The Company shall perform backups of Scouts Australia, NSW Branch, NSW Lones Scout Group collected data in as reasonable manner at such times and intervals as are reasonable for its business purposes. The Company does not warrant that it is able to backup or recover specific User Content from any period of time unless so stated in writing by the Company.

6 CONFIDENTIALITY

6.1 The information and classes of information set out in the Important Terms are Confidential Information for the purposes of this Agreement. In default, information relating to the business operations, personal information and other information that should be confidential is Confidential Information.

6.2 Each party acknowledges and agrees that:

(a) The Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);

(b) It owes an obligation of confidence to the Discloser concerning the Confidential Information;

(c) It must not disclose the Confidential Information to a third party except as permitted in this Agreement;

(d) All Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and

(e) Any breach or threatened breach by the receiving party of an obligation under this Agreement may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.

6.3 A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:

(a) Any actual, suspected, likely or threatened breach by it of clause 15.1;

(b) Any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or

(c) Any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

6.4 The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:

(a) Any actual, suspected, likely or threatened breach of a term of this Agreement; or

(b) Any theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

7 LIABILITY & INDEMNITY

7.1 The User agrees that it uses Scouts Australia, NSW Branch, NSW Lones Scout Group at its own risk.

7.2 The User acknowledges that Scouts Australia, NSW Branch, NSW Lones Scout Group does not provide medical advice, nor does it hold itself out to provide medical advice.

7.3 The User agrees that it has had reasonable opportunity to obtain legal advice on this Agreement.

7.4 The User acknowledges that the Company is not responsible for the conduct or activities of any user and that the Company is not liable for such under any circumstances.

7.5 The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of the User's breach of these Terms or infringement of any law.

7.6 In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use Scouts Australia, NSW Branch, NSW Lones Scout Group or any content, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.

7.7 Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:

(a) The re-supply of services or payment of the cost of re-supply of services;

8 BREACH

8.1 Where a party is in breach of this Agreement, the other party may issue a written notice (**Breach Notice**) requiring the party in breach that must set out:

- (a) The nature of the breach;
- (b) The provisions of the Agreement that are alleged to have been breached;
- (c) A reasonable timeframe to remedy the breach in no less than 10 Business Days;
and
- (d) The action required to remedy the breach.

8.2 Where a party issues a compliant Breach Notice in accordance with clause 17.1, the receiving party shall be required to respond and/or remedy the breach as so set out in the Breach Notice. Failure to respond in writing setting out:

- (a) The steps taken to remedy the breach; or
- (b) Why the party believes it is not in breach as put forward in the Breach Notice,
- (c) Shall not in itself confirm the alleged breach but shall be in itself a breach of this Agreement.

8.3 Failure to remedy a breach set out in a Breach Notice shall be a material breach of this Agreement (**Material Breach**).

END GENERAL CONDITIONS