



Website Terms of Use

The Roseberry Qld (RQ) online media platforms is to educate and raise awareness to community members about the services RQ offer. RQ is committed to working to the best of its ability to ensure safety of community members and staff when using RQ's online media platforms to maintain a presence of RQ.

In this document, 'platform(s)' refers to current RQ online media platforms such as website and social media channels.

General Disclaimer

By using, browsing and/or reading the platform, this signifies that you have read, understood and agreed to bound by the Terms. If you do not agree with the Terms, you must cease usage of the platforms immediately.

RQ reserve the right to review, alter and change any of the Terms on the platforms by updating this page at our sole discretion in anyway without notice and can apply all changes and updates retroactively, including but not limited to the Services RQ offer. Any changes to the Terms take immediate effect from the date of their publication. Before you continue to use the platform, RQ recommend you revise these Terms.

RQ monitors the platforms during business hours. Outside business hours RQ's posts are occasionally automatically generated, and the platforms will not be moderated until the following business day.

The information provided on RQ platforms is for use of a general nature only and is intended to disseminate information to benefit the public. The platforms are not intended to be relied upon, nor be substitute for, independent professional advice. While RQ takes reasonable care and regularly updates the information contained on these platforms, users are encouraged to check the accuracy and relevance of information for their purpose.

RQ platforms contains links to, or content from, third party websites for your convenience only. RQ does not control third party websites and are not responsible for their content.

Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

Use of the platforms and the content is at your own risk. Everything on the platforms and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of RQ make any express or implied representation or warranty about the content or any products or content (including the products or content of RQ referred to on the platforms. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- a) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- b) The accuracy, suitability or currency of any information on the platforms, the content, or any of its content related products (including third party material and advertisements on the platforms);
- c) Costs incurred as a result of you using the platforms, the content or any of the products of RQ; and,
- d) The content or operation in respect to links which are provided for your convenience.

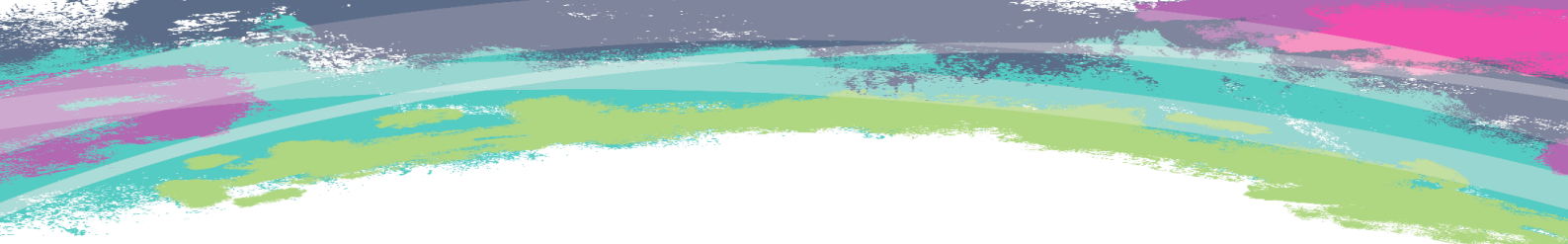
User Conduct

As a user of RQ's platforms, please be respectful of all points of view, and refrain from personal attacks on other users. RQ will remove any posts of unacceptable behaviour.

RQ can take no responsibility for comments from other users on RQ platforms.

Duty of Care

RQ recognises that sometimes people need immediate help and support. The RQ platforms do not provide counselling or crisis services.



If a post on any RQ platforms indicates a person may be at risk of harm, RQ will reply as soon as possible and provide information support services. In some instances RQ may report a post which indicates a person may be at risk of harm to authorities, including the police.

RQ will use all reasonable endeavours to ensure that information collected is protected from misuse, loss, and unauthorised access, falsification, modification or disclosure, other than in accordance with RQ [Privacy and Security Statement](#), the [Privacy Act 1988](#), and the [Social Security \(Administration\) Act 1999 \(Cth\)](#).

Copyright and Intellectual Property

The platforms, the content and all of the related products of RQ are subject to copyright. The material on the platforms is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by RQ or its contributors of the design and build or other respective owners.

All trademarks, service marks and trade names are owned, registered and/or licensed by RQ who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a user to:

- a) Use the platforms pursuant to the Terms;
- b) Copy and store the platforms and the material contained in your device's cache memory; and,
- c) Download accessible content from the platforms for your own personal and non-commercial use. RQ does not grant you any other rights whatsoever in relation to the platforms or the content. All other rights are expressly reserved by RQ.

RQ retains all rights, title and interest in and to the platforms and all related content where applicable. Nothing you do on or in relation to the platforms will transfer any:

- a) Business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or,
- b) A right to use or exploit a business name, trading name, domain name, trademark or industrial design, or,
- c) A thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

You may not, without the prior written permission of RQ and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the platforms, which are freely available for re-use, sharing or are in the public domain.

Limitation of Liability

RQ's total liability arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise stated.

You expressly understand and agree that RQ, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

You acknowledge and agree that RQ holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing your content to the platforms if RQ have permission to do so.

Indemnity

You agree to indemnify RQ its affiliates, employees, agents, contributors, third party content providers and licensor's from and against:

- a) All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your account;
- b) Any direct or indirect consequences of you accessing, using or transacting on the platforms or attempts to do so; and/or,

- c) Any breach of the Terms.

Dispute Resolution

RQ takes feedback seriously and will respond in a timely manner. Please direct any complaints, concerns or feedback regarding the platforms to admin@roseberry.org.au or via our [Website](#).

The RQ complaints, disputes and appeals response process is as follows:

Stage 1: Staff will attempt to immediately resolve complaints and appeals verbally with complainant. Informal complaints that are resolved verbally will be reported to a Team Manager. Issues not able to be resolved verbally will proceed to Stage 2.

Stage 2: General Manager will be notified of complaints and appeals, and action will be taken within two working days of notification. Team Manager/General Manager will consult with relevant staff members and investigate the complaint. The complaint will be assessed for severity using the Severity Assessment Matrix. The Team Manager/General Manager will discuss the matter with complainant or appellant. Team Manager/General Manager will then write a formal letter outlining the outcome of the complaint. If, at this point, complainant continues to be dissatisfied, complainant can proceed to Stage 3.

Stage 3: Complainant will be provided with the contact details of the Chair of the Board to submit a written, formal complaint addressed to the Chair of the Board. The Chair or their representative, will discuss the matter with complainant or appellant. The Chairperson or their representative will then write a formal letter stating the outcome of the complaint or appeal.

Stage 4: RQ service users, who believe they have a legitimate grievance, are able to utilise the grievance procedures of external agencies and Government Departments, e.g., Department of Communities, Qld Police; and can do so without fear of reprimand or retaliation.

General Requirements of Complaint Process

RQ will strive to provide a culturally, religious or linguistic appropriate support/advocate for complainant needing this assistance where practical.

Confidentiality will be maintained for all complaints and appeals as referred to in RQ 02.17 Complaints, Appeals and Disputes Policy. Anonymous complaints and appeals will be accepted. However, in circumstances where an anonymous complaint is received, RQ may find it difficult to thoroughly assess or respond to the complaint if there is not enough detail. In this situation, the complaint may not be assessed.

All formal complaints and appeals must be recorded in RQ's Incident & Complaint Register.

The RQ Incident and Complaint Register is provided as a standard agenda item for monthly Board meetings for review and consideration.

Review of Complaints, Appeals and Disputes

Following the completion of internal processes to address a complaint, dispute or an appeal, the General Manager and members of the Management Team will review the processes undertaken to resolve or address the complaint or appeal.

Where applicable and relevant, areas for improvement to internal practices, including service delivery procedures, governance procedures or any other related practice, will be instigated.

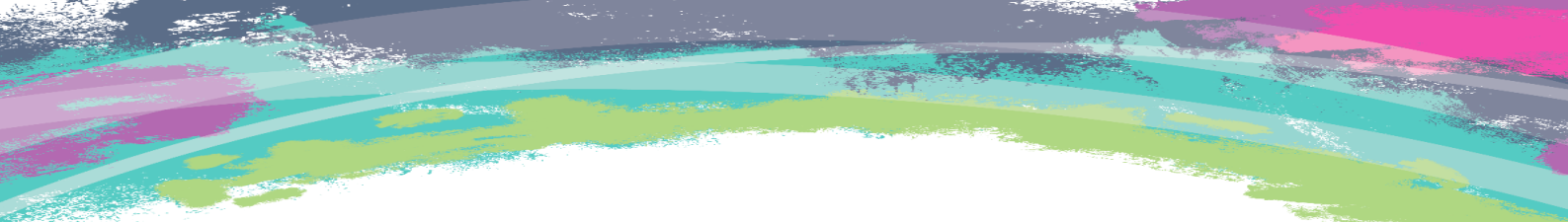
The General Manager has the authority to recommend teams of staff and/or the relevant sub-committee, manage the improvement processes.

Venue and Jurisdiction

The Services offered RQ is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the platforms, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

Governing Law

Law The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of



law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent legal advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

Entire agreement

Unless otherwise agreed between the parties, these terms contain the whole agreement between us in respect of the use of the platforms.

Relationship of the parties

These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the parties.

Access

The platforms may be accessed in Australia and overseas. We make no representation that the platforms may comply with the laws (including intellectual property laws) of any country outside of Australia. If you access the platforms from outside Australia, you do so at your own risk and you are responsible for complying with the laws in the place you access the platform.

Member Accounts

General Registration Requirements

If you wish to become a Member, communicate with other Members and otherwise make use of the Website, you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the website, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of Australia or other applicable jurisdiction.

You also agree to:

- a) Provide true, accurate, current and complete information about yourself as prompted by the registration form available on our Website (the 'Registration Data') and,
- b) Maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RQ have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RQ reserves the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof) at any time. Use of the Website is void where prohibited.

Website Member Account Rules

User accounts: For the Website, RQ will provide you with a secure, password-protected user account on the Platform. You must safeguard the password that you use to access the Platform and are responsible for all activities on your account. You must not disclose your password to any third party, and must notify RQ immediately if you become aware of a security breach or an unauthorised use of your account. In creating a user account, you must provide us with information that is accurate, complete, and current. You are responsible for ensuring the information you have provided, including your email address, is kept valid and up to date.

Termination of accounts: If you want to terminate your account, you may do so by providing RQ with 14 days' notice of your intention to terminate by sending notice of your intention to terminate by contacting us via our contact page.

Prohibited use: You must not (and warrant that you will not) use the Website to:

- a) Impersonate another person or organisation such as charities, political organisations, community groups, notable individuals or persons in need;
- b) Upload, comments, images, or transmit any content that contains software viruses, worms, trojan horses or

- any other computer code, files or programs that interrupt, destroy or limit the functionality of the Website; or
- c) Engage in any action that interferes with the proper working of the Website.

Upload limits: You must not upload files to your profile larger than 10KB. If you are completing forms on our site that require upload attachments, you must adhere to the limits specified on that particular form.

Backing up your data: You are solely responsible for backing up the information you upload to your own profile and any forms you complete. RQ may not and do not assume responsibility for, maintaining copies of files, documents or materials that you create or use on the Platform.

Member disputes: You are solely responsible for your interactions with other Members. RQ reserve the right, but has no obligation, to monitor or litigate disputes between you and other Members.

Member access:

- a) No sharing - Members of Our Website may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Us as fraudulent use of the Website, which will result in the immediate cancellation of account. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use.
- b) Fraudulent use - RQ reserve the right to cancel any account it believes has been compromised, or is being used fraudulently, at our own discretion.

Term and termination: This Agreement shall remain in full force and effect for so long as it is posted on any of our Website. You may terminate your account at any time, for any reason, by following the instructions the 'My Account' section of the Website. RQ reserve the right to terminate your account or your access to our Website immediately, with or without notice to you, and without liability to you, if RQ believe that you have breached any of the terms of this Agreement, furnished Us with false or misleading information, or interfered with use of the Website or the Service by others.

Member account, password and security: If you register on our Website, you will be required to choose a password and username, and you may be asked for additional information regarding your account, such as your e-mail address age group and location by postcode. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all activities that occur under your password or account.

You agree to:

- a) Immediately notify Us of any unauthorised use of your password or account or any other breach of security,
- b) Ensure that you log out from your account at the end of each session, and,
- c) You may never use another Member's account without prior authorisation from them or Us. RQ will not be liable for any loss or damage arising from your failure to comply with these Terms.

Privacy Policy: RQ respect your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in [RQ Media Privacy and Security Statement](#).

General disclaimer: Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australia (or any liability under them) which by law may not be limited or excluded.

Access for Minors: RQ Website content is intended for persons under eighteen years (18) of age. RQ has created a [Child and Youth Risk Management Strategy](#) that aligns with the National Principles for Child Safe Organisations, developed in response to recommendations identified by the Royal Commission into Institutional Responses to Child Sexual Abuse. You can read more about this here - [Home | Child Safe Organisations \(humanrights.gov.au\)](#).

You also agree that:

- a) When creating an account on the Website and by providing information about yourself to RQ, you are representing that you are eighteen (18) years of age or older, or:
- b) If you are younger than eighteen (18) years of age and would like to:
 - i. Become a registered member of our Website, or
 - ii. Provide information about yourself to the Website, you only permitted to do so with your parent or legal guardian approval.
 - iii. By proceeding you acknowledge that you have obtained authorisation from your parent or legal guardian.



Donations

All donations processed on our Website meet the following:

Warranties

RQ warrants and represents to the Donor, (Person, Person's, You) that:

- a) RQ is a non-profit company and registered charity according to the laws Of Australia;
- b) RQ has all applicable permits, licenses, registrations, authorisations, consent or other certifications that RQ is required to have to receive the Donation;
- c) All information which RQ has provided to Donor is true and correct and is not misleading;
- d) RQ's execution of these Terms complies with:
 - i. All applicable laws and regulations in Queensland, Australia
 - ii. All applicable permits, licences, registrations, authorisations, consents or other certifications that RQ is required to have in order to receive the Donation from Donor,
 - iii. Any internal rules, policies or constituent documents of RQ.
- e) RQ will keep adequate records as required by any applicable Australian; laws or regulations, including but not limited to taxation laws and regulations, and may provide such records to Donor or any relevant authority upon requests;
- f) RQ may disclose any details about Donor, or anything related to the Donation, whether via any media channels, social media platforms, third parties or any other means, except when the Donor opts out by selecting the checkbox 'Make this an anonymous donation' on the Donation Add Your Information page – or with prior written consent.

Donation privacy

- a) RQ takes its privacy obligations very seriously and complies with Australian privacy law;
- b) Donor may refer to [RQ Privacy and Security Statement](#) for further information about what information is collected, how it is used and stored.

Billing: Donations are billed with a single transaction or on subscription basis either weekly, monthly, quarterly or annually. All donation accounts are renewed automatically until cancelled. Donors may cancel their subscriptions and accounts at any time. Accounts must be cancelled prior to the relevant date in order to end account charges. One year accounts are billed yearly. All accounts are renewed automatically until cancelled.

Payments: All Website donation transactions are made through a secure checkout using payment gateways of PayPal and Stripe. You can read more about the individual privacy policies on their Website.

PayPal Privacy - <https://www.paypal.com/myaccount/privacy/privacyhub>

Stripe privacy - <https://stripe.com/en-au/privacy>

Returns and Refunds: Making a donation on RQ Website requires your authorisation. RQ do NOT provide refunds of a donation purchase or subscription. Please consider this before making a donation transaction on the Website.