

Terms and Conditions

1. Disclaimer

These Terms govern your use of:

- iPlace (you may know this as the “My Place Portal”);
- the My Place website, www.myplace.org.au (**Website**);
- My Place’s social media pages; and
- other information communication technology (**ICT**) that My Place offers.

You agree to be bound by the following terms and conditions by visiting and using iPlace, the Website or the ICT.

References in these terms and conditions to “My Place” includes My Place WA Ltd ABN 80 784 853 864 and other related entities, where the context requires.

2. Copyright

The information provided in iPlace, and its design, text, graphics and software, are (unless otherwise stated) copyright of Individualised Solutions Australia Pty Ltd ABN 35 080 401 252.

You are granted a revocable license to download the materials contained in iPlace for your personal use, including for the purpose of transacting with My Place. You must not otherwise modify, copy, reproduce, republish, frame, upload, post, transmit, distribute or provide a link to the contents of iPlace in any way, except as expressly provided for on the iPlace, or with the written authorisation of My Place WA Ltd.

3. Privacy Policy

The My Place Privacy Policy (available from www.myplace.org.au) explains how My Place collects and uses your personal information. The My Place Privacy Policy sets out how My Place manages any potential data breach in section 8 of that document.

4. Limitation of Liability

To the extent permitted by law, My Place and not any of its officers, employees, agents, related bodies corporate or representatives will be liable in any way (including for negligence) for any loss, damages, costs or expenses suffered by you or claims made against you through the use of iPlace or the Website or any failure to provide iPlace or the Website or in connection with any products, services or information supplied, offered to be supplied, or advertised via My Place’s online services.

My Place cannot guarantee that your use of iPlace or the Website will be free from error and/or uninterrupted. My Place, its officers, employees, agents, related bodies

corporate and representatives exclude, in so far as it is legally possible, all liability and responsibility for any damages including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in an action of contract, negligence or other tortious action, arising out of, or in connection with, any information on iPlace or the Website or the use of iPlace or the Website or any other external website which is linked to iPlace or the Website.

5. Use of iPlace and the website

You must not use iPlace or the Website for any activities (directly or indirectly) which:

- a. are offensive, abusive, obscene, profane, hateful or racist;
- b. contain content that is threatening, defamatory or contains a personal attack;
- c. are solicitations and advertisements by other organisations or endorsements of other products, services or organisations;
- d. are multiple or repetitive posts by a single or multiple users (often called SPAM);
- e. include content that violates intellectual property rights of another party (eg. copyright);
- f. contain content that violates any law or regulation;
- g. are false, inaccurate or misleading;
- h. uses content that discloses any personal or financial information (eg. contact details), without being authorised to do; and
- i. includes anything else My Place considers inappropriate.

6. Social media My Place rules

My Place has a number of social media accounts, which currently include Facebook, Instagram and YouTube (collectively, the **Pages**).

All content on My Place's Pages is subject to the individual terms of use as prescribed by each social media channel. These include:

<https://help.instagram.com/>

<https://www.facebook.com/terms.php>

<https://www.youtube.com/static?template=terms&gl=AU>

My Place encourages you to express your opinions and have open discussions, but My Place asks that you act respectfully and responsibly.

My Place does not agree with or endorse, neither is My Place responsible for any comments, information, opinions, images or other content posted by individual users of its Pages. Such information does not necessarily reflect My Place's point of view, but rather that of the individuals who use the Pages. My Place does not accept any responsibility or liability (either direct or indirect) for any loss or damage arising in connection with the use of (or reliance on) any information, links or other content posted on the Pages by individuals.

My Place may remove content when it contains:

- a. offensive, abusive, obscene, profane, hateful or racist content;
- b. content that is threatening, defamatory or contains a personal attack;
- c. solicitations and advertisements by other organisations or endorsements of other products, services or organisations;
- d. multiple or repetitive posts by a single or multiple users (often called SPAM);
- e. content that violates intellectual property rights of another party (eg. copyright);
- f. content that violates any law or regulation;
- g. false, inaccurate or misleading comments;
- h. content that personally identifies a person or group of people;
- i. content that discloses any personal or financial information (eg. contact details);
and
- j. anything else My Place considers inappropriate.

My Place will review all content posted (including links) and remove it if My Place considers the content inappropriate.

Any questions or issues related to My Place's services or customer service issues should not be submitted via My Place's Pages.

My Place is happy for you to share and comment on My Place's content provided that you don't alter it and that you cite My Place as the source. The design of the Page(s) and the content that My Place posts is the copyright of My Place and My Place's rights are reserved.

7. Termination

If, in My Place's reasonable opinion, you breach any of these terms and conditions, My Place may suspend, terminate, block or limit your access to iPlace, the Website or the Pages, effective immediately.

8. Governing Law

Any disputes arising from, in relation to or in connection with the information contained iPlace are to be governed by the law of the State of Western Australia. By visiting and using iPlace, you unconditionally submit to the jurisdiction of the Courts of that State.

9. No waiver

If any of these terms and conditions are invalid or unenforceable, they will be struck out and the remaining terms will remain in force. If My Place does not act in relation to a breach by you of these terms and conditions, this does not waive My Place's right to act with respect to subsequent or similar breaches. In these terms and conditions a reference to 'you' means any person at any time using or accessing iPlace or the website and includes their successors in title.

10. Need additional assistance?

Below are some of the resources available to you if you need a little extra help accessing My Place's services or any other information you need.

Language services - if you have difficulty understanding English, a government translating service is available at tisonational.gov.au.

Hearing or speech impaired – The National Relay Service provides a phone solution for people who have a hearing or speech impediment. You can find them at relayservice.gov.au.

Vision impaired – Vision Australia provide a range of services for people with impaired vision. You can find them at visionaustralia.org.

11. Contact us

If you have any concerns or queries please contact My Place on (08) 63802927 or at media@myplace.org.au