



# Terms and Conditions of Use

## Anglicare WA Friend in Need App Terms and Conditions of Use

### 1 Introduction

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- 1.1 This document sets out the terms and conditions (**Terms and Conditions**) on which you may access and use the Anglicare WA Friend in Need App (**App**) operated and owned by us.
- 1.2 Please read these Terms and Conditions before accessing or using the App. If you do not accept all of these Terms and Conditions, you must not use the App.
- 1.3 These Terms and Conditions apply in addition to any other terms and conditions that apply to your use of the App, including our Privacy Policy which is available at [www.anglicarewa.org.au](http://www.anglicarewa.org.au) (**Privacy Policy**).
- 1.4 In these Terms and Conditions, the term:
- (a) “App” has the meaning given in clause 1.1;
  - (b) “App IP” has the meaning given in clause 3.1;
  - (c) “Content” means all information and data (including data files, written text, computer software, location data, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of the App;
  - (d) “Privacy Policy” has the meaning given in clause 1.3;
  - (e) “Profile” means the profile that you may create in accordance with clause 6;
  - (f) “Term” has the meaning given in clause 9.1;
  - (g) “you” and “your” refer to the person accessing the App and accepting these Terms and Conditions; and
  - (h) “us”, “we” and “our” refers to Anglicare WA (ABN 32 797 454 970).

### 2 Conditions of use

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You must not access or use the App if:

- (a) you disagree with any part of these Terms and Conditions;
- (b) you are not at least 18 years of age. By using the App or agreeing to these Terms and Conditions, you warrant and represent to us that you are at least 18 years of age; or
- (c) your use of the App, or the use of any person you permit to use the App, could cause loss or damage to any person, including loss or damage due to a malfunction or failure of the App.



## 3 Intellectual property

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### 3.1 Ownership

- (a) We own or licence all intellectual property rights in the App, including all material in the App (whether written, visual, audio or otherwise) (**App IP**).
- (b) Other than the licence we grant you under clause 3.2, we do not give you or any other person any rights to, or interest in, the App IP.
- (c) Nothing in these Terms and Conditions transfers any intellectual property in the App IP to any person.

### 3.2 Licence

We grant you a non-exclusive, non-transferable and non-sublicensable licence to use the App IP for the Term as long as you comply with clauses 3.3 and 5. If you do not comply with clauses 3.3 and 5, we may revoke this licence and you will not be able to use the App. When these Terms and Conditions are terminated, this licence also terminates.

### 3.3 Restrictions on licence

You must not:

- (a) use the App in any way that is prohibited by these Terms and Conditions;
- (b) distribute, publish, sub-license, transfer or otherwise make available any part of the App IP to any other person (for example, this includes publishing any part of the App or its Content on the Internet);
- (c) use or change our trade marks, logos, graphics, audio, or other assets included in the App other than for its intended purpose;
- (d) alter, customise, modify or create derivative works of the App IP; or
- (e) use the App IP for any commercial purpose.

## 4 Information available on the App

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### 4.1 Content

Without in any way limiting clause 8:

- (a) the App provides general information only. Some parts of the App's Content is provided by third parties;
- (b) we do not warrant the reliability, accuracy, correctness or completeness of any of the Content including the information provided through the App. You must rely solely on your own assessment and verification of the Content; and
- (c) all Content is provided without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that cannot be lawfully excluded, are excluded. All Content is subject to change without notice.

### 4.2 Links and connections with other websites

Without in any way limiting clause 8:

- (a) the App may feature or display links, or may otherwise direct or connect you to websites or apps, owned or operated by third parties;
- (b) we are not responsible for nor endorse any content that appears on these third party websites or apps, and if you follow the link to any such websites or apps, you do so at your own risk; and



- (c) subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, apps, materials, products or services.

## 5 Use of the App

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### 5.1 Permitted use

- (a) You may only access and use the App and App IP for personal or educational use. You must not use the App or App IP as part of any business or commercial activities.
- (b) You must ensure, having regard to:
  - (1) all of the circumstances in which use of the App occurs (including by other persons);
  - (2) all persons who may be able to interact with or view the App during use of the App; and
  - (3) the material that may be displayed by the App,that each and every use of the App by you or another person is:
  - (4) appropriate, given the relationship between you and any persons who may be able to interact with or view the App;
  - (5) appropriate for the ages and developmental ages of all persons who may be able to interact with or view the App;
  - (6) not for any marketing or other business or commercial activity;
  - (7) not in any way that is unlawful, illegal, fraudulent, or harmful; and
  - (8) not in connection with any other activity or purpose that is unlawful, illegal, fraudulent or harmful.

### 5.2 Use by other people

- (a) You can let other people use the App and your Profile after you have accepted these Terms and Conditions, but you must always:
  - (1) make sure that those other people comply with clause 5.1; and
  - (2) maintain control over the smart-phone or other device on which the App is accessed.
- (b) You are always responsible for any use of the App on your device after you have accepted these Terms and Conditions or use of your Profile by another person, including due to you:
  - (1) letting that person use the App or your Profile; or
  - (2) not keeping your account password, or the device on which you have accessed the App, secure.

### 5.3 Acknowledgement

Without limiting any other provision of these Terms and Conditions, you acknowledge and agree that:

- (a) we do not warrant the reliability, accuracy, correctness or completeness of any of the Content;
- (b) the App provides general guidance only and is not a substitute for professional advice, diagnosis or treatment;



- (c) you should not disregard professional medical advice, or prevent another person from seeking it, because of any Content; and
- (d) we will not be responsible for any loss or damage which you or any other person suffer in connection with App.

#### 5.4 **Receiving notifications**

You agree to receive electronic messages via device notifications. These messages will only come from us.

## 6 Your Profile

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### 6.1 **General**

- (a) You can create a Profile through the App by entering your details into the App.
- (b) If you create a Profile, you will create a password protected
- (c) The information that will be stored on your Profile includes the following information, if you provide it to us through the App:
  - (1) your first name and last name;
  - (2) your email;
  - (3) your year of birth; and
  - (4) your postcode.

### 6.2 **Management of your Profile**

- (a) You can manage or remove some information from your Profile in the App.
- (b) You may delete your Profile at any time in the App.
- (c) You must:
  - (1) notify us immediately if there is any unauthorised access to your Profile; and
  - (2) not access another person's Profile unless they clearly tell you that you can.

## 7 Privacy and data

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### 7.1 **Privacy**

Details of how we collect, store, use and disclose personal information about individuals is outlined in our Privacy Policy.

### 7.2 **Analytics**

- (a) The App uses Google Analytics for Firebase for monitoring usage and user engagement. This means that we will be able to access aggregated, non-identifying data based on the information of all users of the App, including your information. Such information may include:
  - (1) usage statistics, such as the version of the App users are accessing, when users access the App, and the city, continent, country or region from which users access the App;
  - (2) information about how users use the App, including when users update the app, click on a link that takes them away from the current



- domain, download Content, dismiss a notification, or scroll to the bottom of an article;
- (3) information about users, including users' age brackets, interests and genders; and
  - (4) information about the devices users use to access the App, including the model of the device users access the App with and the operating systems of those devices.
- (b) Our use of Google Analytics for Firebase complies with the Google Analytics for Firebase Use Policy (available at <https://firebase.google.com/policies/analytics>).
  - (c) Use of the App is conditional upon you agreeing to our use of these analytics tools. If you do not want us to monitor your usage of the App using Google Analytics for Firebase, you must not use the App

## 8 Limitations and exclusions

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- 8.1 You acknowledge and agree that:
  - (a) the App is provided for personal and educational use only, and is not a substitute for professional advice, diagnosis or treatment;
  - (b) you must only use the App if you accept what that we will not be responsible for any loss or damage you suffer as stated in this clause 8;
  - (c) you must only allow another person to use the App if you have made sure that that person accepts that we will not be responsible for any loss or damage they suffer as stated in this clause 8; and
  - (d) you, and any other person you allow to use the App, must make sure that you and they use the App only in ways that will never cause you or any third party any loss or damage if the App malfunctions or fails to operate correctly.
- 8.2 We acknowledge that you may have rights under applicable laws which are in addition to those stated in these Terms and Conditions and that we cannot exclude or change, and that these rights may apply to your use of the App. Other than those rights, if any:
  - (a) except as stated in these Terms and Conditions, and to the fullest extent allowed by law, we disclaim all warranties in relation to the App;
  - (b) we exclude all liability for any loss, liability, damage, expense or cost of any nature or kind; and
  - (c) any liability we have to you that is not otherwise excluded by these Terms and Conditions is limited to repairing or replacing the App.
- 8.3 You agree that you will not bring any claim personally against our officers or employees in respect of any loss or damage you suffer in connection with the App or these Terms and Conditions.
- 8.4 We reserve the right to remove or change any of the App's services, and to stop publishing the App at any time in our sole discretion and for any reason or no reason.
- 8.5 The App may encounter downtime at any time due to maintenance or other technical issues.
- 8.6 You are not entitled to any compensation or other payment upon the removal or change of any part of the App, if we stop publishing the App or for any other failure, malfunction or other defect in the App.



## 9 Term and termination

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- 9.1 These Terms and Conditions apply from the first time you access the App and continue to apply every time you access the App in any way unless terminated earlier by us (**Term**).
- 9.2 If we terminate these Terms and Conditions, you must stop using the App or allowing any other person to use the App.
- 9.3 Clauses 3.1, 8, 9.2, 11 and this clause 9.3 survive termination of these Terms and Conditions.
- 9.4 Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, or if we reasonably suspect that you have breached these Terms and Conditions in any way, we may:
- (a) send one or more formal warnings to you through the App; and
  - (b) suspend, block or delete your Profile.
- 9.5 If we suspend, block or delete your Profile, you must not take any action to access the App in another way, such as creating or using a different Profile.
- 9.6 If we remove or stop publishing the App we may terminate these Terms and Conditions.

## 10 Platform terms

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### 10.1 Other terms

In addition to these Terms and Conditions, your use of the App is subject to any terms and conditions that apply to the platform you use to access the App (such as the terms at [www.apple.com/legal](http://www.apple.com/legal) and <https://play.google.com/about/play-terms.html>).

### 10.2 Apple

If you have downloaded or accessed the App through an Apple service (including the App Store or the iTunes Store), or on an Apple iOS device:

- (a) these Terms and Conditions are an agreement between you and us, and not with Apple. Apple is not responsible for the App or its Content;
- (b) we allow you to use the App only on an Apple iOS product that you own or control and as allowed by Apple's terms applying to your use of that device;
- (c) Apple has no obligation to provide any maintenance or support for the App;
- (d) Apple is not responsible for the investigation, defence, settlement or discharge of any third party intellectual property infringement claims;
- (e) Apple is not responsible for addressing any claims by you or any third party relating to the App, or your possession or use of the App, including but not limited to:
  - (1) product liability claims;
  - (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and
  - (3) any claim arising under consumer protection or similar legislation; and
- (f) if the App does not meet any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if applicable, for the App to you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.



### 10.3 **Google**

If you have downloaded or accessed this App through a Google service (including Google Play), or on an Android device:

- (a) Google is not responsible for providing support or maintenance for the App, or for addressing any claims about the App;
- (b) third parties may collect and store various information relating to your Android device and your use of the App; and
- (c) Google may collect, retain and use information about your use of the App and your Android device. You can find more information about how Google processes and uses your data on Google's website ([www.google.com](http://www.google.com)).

## 11 **General**

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### 11.1 **Variation**

- (a) We may change these Terms and Conditions from time to time in our complete discretion.
- (b) If we change these Terms and Conditions, we will exercise reasonable endeavours to give you written notice of the change, and the new Terms and Conditions will apply to your use of the App from the date of that notice. If you do not agree to the new Terms and Conditions, you must stop using the App.

### 11.2 **Assignment**

- (a) We may assign, transfer or otherwise deal with our rights and obligations under these Terms and Conditions without your approval.
- (b) You may not assign, novate, transfer or otherwise deal with any of your rights or obligations under these Terms and Conditions.

### 11.3 **Severability**

- (a) If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful or unenforceable the other provisions will continue in effect.
- (b) If any unlawful or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### 11.4 **Entire agreement**

These Terms and Conditions constitute the entire agreement between you and us in relation to your use of the App and supersedes all previous agreements between you and us in relation to your use of the App.

### 11.5 **Law and jurisdiction**

- (a) These Terms and Conditions are governed by the law in force in Western Australia and each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Western Australia.
- (b) Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 11.6 **Statutory and regulatory disclosures**

- (a) We are registered in the Australian Business Register.



- (b) You can find the online version of the register at <http://www.abr.business.gov.au>.
- (c) Our Australian Business Number is 32 797 454 970.

#### 11.7 **General warranties**

Each party represents and warrants to the other that it:

- (a) is able to perform its obligations under these Terms and Conditions; and
- (b) will at all times comply with any applicable laws.

#### 11.8 **Our details**

You can contact us:

- (a) by post at GPO Box C138 Perth WA 6839, attention to General Manager – Practice Excellence Anglicare WA;
- (b) by telephone at 1300 11 44 46 between 9:00am and 4:00pm Monday to Friday;  
or
- (c) by email at [complaints@anglicarewa.org.au](mailto:complaints@anglicarewa.org.au).