

Policy: Website Terms of Use and Privacy

Purpose

Worklink Group Ltd. is a community based not for profit business that specialises in supporting people with a lived experience of mental unwellness. In providing these services, Worklink Group may be required to collect, use, store and/or disclose personal information i.e. information about an individual who is either identifiable or reasonably identifiable.

Worklink Group is committed to protecting the privacy of all personal information, whether it relates to a participant, employee, director or a volunteer. We are obligated to abide by the Australian Privacy Principles in *the Privacy Act 1988 (Cth)* as well as guidelines as required by our Service Contracts. This commitment is demonstrated through the establishment of responsibilities and processes to ensure our privacy systems remain effective.

Privacy

Please note that by visiting and using this website, you are accepting the practices described in this Terms of Use and Privacy Policy.

Worklink Group will only collect personal information by fair and lawful means and not in an unreasonably intrusive manner. Worklink Group does not use or disclose personal information for the purposes of direct marketing unrelated products or services.

Visitor information

- Every computer connected to the Internet is provided with a domain name and an IP Address. When a visitor requests a page from within the Worklink Group website, our Web Servers automatically identify and log the HTTP request that is made to our Web Server. This information reveals nothing personal about you. The only information that we automatically gather and log is as follows: the IP Address of the Site that may have referred you; your IP Address; the Web Page that you may have linked to us from, if any; the Product Identifier for Version and Make of Browser (e.g. Internet Explorer 6); the Operating System platform that you may be running (e.g. Macintosh or Windows); search words or terms that are passed from a Search Engine (e.g. Google, Yahoo).
- Worklink Group has found it advantageous to examine visitor traffic in its aggregate, so that we can ensure maximum compatibility for the various browsers and operating systems that visit our site. By analysing patterns, we can strategically enhance our services on the Internet.

Cookies

- Cookies are small pieces of data that are transferred from our server, through your browser and on to your computer's hard drive. A cookie cannot read data from your hard disk or read cookie files that may have been created from other sites. The Worklink Group website employs cookies as a means of providing personalisation features to our visitors. We may also request your e-mail address or mailing address for the purposes of conducting a survey, adding you to our mailing list, or by your request to have someone contact you for additional information.
- Whenever we request the identity of a visitor, we will clearly indicate the purpose of the inquiry before the information is requested. We maintain a strict "no spam" policy that means we do not intend to sell, rent, or otherwise give your e-mail address to a third-party without your consent. Worklink Group will not send you an e-mail that you have not agreed to receive.
- If you are a member of our mailing list, you will be contacted with announcements, news, portfolio additions, and new products or services. You have the option of unsubscribing from our mailing list at any time. If you wish to have specific communications with a member of the Worklink Group staff, you will be required to provide specific information that will be routed to the appropriate contact within Worklink Group.

Third parties

- Worklink Group will disclose your personal information or any of its log file information when required by law or in the good-faith belief that such actions are necessary to: conform to the edicts of the law or comply with a legal process served on Worklink Group; Protect and defend the rights, property or visitors of Worklink Group; Identify persons who may be violating the law, the legal notice, or the rights of third parties; Cooperate with the investigations of purported unlawful activities. Worklink Group uses reasonable precautions to keep the information disclosed to us secure. Worklink Group reserves the right to transfer information in connection with the sale of all or part of Worklink Group capital stock or assets to any third party.
- Furthermore, we are not responsible for any breach of security or for any actions of any third parties that receive the information. Worklink Group also provides “links” to a wide variety of other web sites on the Internet. We are not responsible for their Privacy Policies or how those web sites manage information about their users. We strongly urge you to check with those web sites to determine their privacy policy. Any changes to this Policy will be posted so that you are always aware of the information that we collect, how we use it, and under what circumstances we disclose it.

Website terms of use

- The Worklink Group website has been made available to you subject to your compliance with the terms and conditions set forth below (the “Conditions of Use”). Please read this document carefully before accessing or using the Worklink Group website. By accessing or using this website, you are agreeing to be bound by the Conditions of Use. If you do not wish to be bound by the Conditions of Use, you may not access or use the website.
- Worklink Group reserves the right to change the terms, conditions, and notices at any time, and such modifications shall be effective immediately upon posting of such changes. You are therefore responsible for regularly reviewing these Conditions of Use and additional terms or notices posted on the Worklink Group website. Your continued access of this website shall be deemed your conclusive acceptance of the modified agreement.

Electronic communications

- When you visit Worklink Group or send e-mails to us, you are communicating with us electronically, and thereby you are consenting to receive communications from us electronically or by other means available. We will communicate with you electronically, by telephone or by facsimile. It is further understood that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.
- The entire contents of this website, including but not limited to: Text, graphics, logos, button icons, Flash movies, images, audio clips, digital downloads, data compilations, and software, are the property of Worklink Group Ltd and are protected by Australian and International copyright and trademark laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute any portion of the website contents without the prior express written consent of Worklink Group Ltd.
- You may print or download portions of the materials from various areas of this website solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. If you believe any content appearing on our website constitutes a copyright infringement of another parties’ rights, please contact us immediately to notify us of the infringement.

License and website access

- Worklink Group grants you a limited license to access and make personal use of this website and not to download (other than for page caching purposes) or modify it, or any portion of it, except with the express written consent of Worklink Group. This website or any portion of this website may not be reproduced, duplicated, adapted, copied, sold, resold, transmitted or otherwise exploited for any commercial purpose without the express written consent of Worklink Group.
- You may not frame, or use any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, flash movie, page layout, or form) of Worklink Group without the express written consent of Worklink Group.

- You may not use META tags or any other “hidden text” which utilise Worklink Group’s or any other derivative of our domain or Worklink Group’s name without the express written consent of Worklink Group.
- It is further understood and agreed that Worklink Group cannot and does not guarantee or warrant that files made available for downloading through the Worklink Group website will be free of infection or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. It is your responsibility for implementing sufficient safeguards and procedures to ensure that any files obtained through Worklink Group are free from such contaminations. Worklink Group will not be held liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive and consequential damages.
- Worklink Group assumes no liability or responsibility for any typographical or other errors or omissions in the content of this site.

Third party links

- Linked websites are not under the control of Worklink Group and we are not responsible for the contents of any linked site or any link contained in a linked site. Worklink Group provides links to you only as a convenience, and the inclusion of any link does not imply or constitute an endorsement by Worklink Group of the site.

Applicable law

- By visiting the Worklink Group website, you agree to the laws of Australia and the State of Queensland, without regard to principals of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Worklink Group.

Disputes

- Any dispute relating in any way to your visit or access of the Worklink Group website or to the products or services you purchase through the Worklink Group website shall be submitted to binding arbitration in Australia, except that, to the extent you have in any manner violated or threatened to violate Worklink Group’s intellectual property rights, Worklink Group may seek injunctive or other appropriate relief in any state or federal court in Australia.

Indemnification

- You agree to indemnify, defend and hold harmless Worklink Group, its officers, directors, owners, partners, employees, agents, licensors, suppliers and any third party information provider to the website from and against all losses, expenses, damages and costs, including legal fees, resulting from any violation of these Conditions of Use (including negligent or wrongful conduct) by you or your use and access of the Worklink Group website.

International use

- Given the global nature of the Internet, you agree to comply with all local rules including, without limitation, rules about the Internet, data, e-mail, privacy, copyright, and trademark infringement. Additionally, you agree to comply with all applicable laws regarding the transmission of technical data exported from Australian States or the country in which you reside.

Other provisions

- Worklink Group failure to insist upon or enforce strict performance of any provision of these Conditions of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Conditions of Use. Worklink Group may assign its rights and duties under these Conditions of Use to any party at any time without notice to you. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity or enforceability of any remaining condition. Any rights not expressly granted herein are reserved.

Related document and forms

Privacy Amendment (Private Sector) Act 2000
Privacy Act 1988
Information Privacy Act 2009 (Qld)
Freedom of Information Act 1982
Grievance Policy

Relevant standards: Disability Service Standards: 6 – Service Management					
Policy owner position: Operations Manager					
Version	Date reviewed	Reviewed by	Date edited	Edited by	Next review date
1.0	19/02/2018	B. Cotton	19/02/2018	E. Tuni	19/02/2019