

Yarpa: the NSW Indigenous Business and Employment Hub (the Yarpa Hub) Membership Terms and Conditions

1. These terms and conditions shall govern your use of the Yarpa website.

- 1.1. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.2. If you register with our website or submit any material to our website, we will ask you to expressly agree to these terms and conditions.
- 1.3. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.
- 1.4. The Yarpa Hub is a business unit within the New South Wales Aboriginal Land Council (NSWALC). NSWALC and the Yarpa Hub are committed to protecting your privacy.
- 1.5. This privacy policy applies to all conversations, emails, letters, documents, logos, images and other records and communications that you share with the Yarpa Hub staff. By signing up to the Yarpa Hub membership, you consent to the practices described in this statement.

2. Personal Information

The Yarpa Hub Membership Terms and Conditions describes the need for Yarpa to collect personal information and details how it is used, and shared. These terms and conditions apply to all conversations, emails, letters, documents, logos, images and other records and communications that you share with the Yarpa Hub staff. By signing up to the Yarpa Hub membership, you consent to the practices described in this statement.

2.1. What personal information is collected

- a) To service you and your business effectively, the Yarpa Hub must obtain certain personal information from you. This personal information is either **sensitive** personal information or **non-sensitive** personal information.
- b) Sensitive personal information that the Yarpa Hub collects will be kept **absolutely confidential** and not shared with anyone (unless you give us express permission to do so or unless we are compelled to by law). Sensitive personal information includes information about:
 - your business idea if it is still in the concept stage,
 - your business's revenue bracket,
 - any personal barriers or challenges that may affect your business
- c) Non-sensitive personal information that we will share with certain parties (identified further below) includes information about:

- your business/personal name,
- your type of business/industry,
- the stage of your business's lifecycle,
- your place of operation,
- your business development needs,
- support/referrals you receive from the Yarpa Hub,
- the success achieved by you or your business from using the Yarpa Hub's services.

2.2. How is personal information used

- a) The Yarpa Hub uses personal information collected from you to: (a) improve the Yarpa Hub's services to you and its clients generally, and (b) to fulfill its reporting obligations to the funding body.
- b) The personal information given to the Yarpa Hub directly will be stored, retrieved, collated, analysed, evaluated and reported on for the purposes of delivering, improving and evaluating the services that The Yarpa Hub provides to you.
- c) The Yarpa Hub will also use 'meta-data' based on your personal information to compile and analyse statistics on things like total number of clients seen per month and quantity of services rendered.

2.3. With whom personal information is shared with

- a) The Yarpa Hub may share your non-sensitive personal information with:
 - the New South Wales Aboriginal Land Council (NSWALC),
 - any service provider that you have been referred to by the Yarpa Hub,
 - any other third party that may wish to purchase your products or engage your services, and
 - the National Indigenous Australians Agency (NIAA).
- b) NIAA provides funding to the Yarpa Hub that enables it to deliver its services. One of the conditions of the funding agreement is that the Yarpa Hub report back periodically on who it has helped and in what way. To do this certain non-sensitive personal information may be shared with NIAA.
- c) The Yarpa Hub staff members are all employees of NSWALC. NSWALC and the Yarpa Hub and are committed to protecting your privacy and have internal policies and practices in place to ensure that your personal information cannot be accessed by non Yarpa Hub, NSWALC staff, and is only shared with them on a 'need to know' basis.
- d) The Yarpa Hub may also be required to share your personal information to comply with applicable laws and regulations, to respond to a Court-issued

subpoena, search-warrant or other lawful request for information, or to otherwise protect our rights.

- e) Except in circumstances like those described above, NSWALC and the Yarpa Hub will not share your personal information with any other third party for advertising or any other purpose, nor will it sell, rent or lease lists of the Yarpa Hub clients.

2.4. Sharing your personal information on the Yarpa Hub Indigenous Business Directory (the Yarpa Directory)

- a) The Yarpa Directory is a publicly accessible online directory listing the details of your business.
- b) Any business that chooses to promote its product(s) or service(s) on the Yarpa Hub Indigenous Business Directory, is wholly responsible for deciding what information it uploads as part of its online profile, and neither the Yarpa Hub nor NSWALC will be responsible for how that information is accessed, used, shared or distributed by others.

2.5. How is personal information kept securely

- a) The Yarpa Hub secures your personal information from unauthorised access, use or disclosure.
- b) The Yarpa Hub will keep any personal information recorded electronically on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure.
- c) All paper notes and hard-copy records containing personal information will be kept securely (e.g. in locked cupboards and offices) and in a way that minimises the chances of unauthorised access by non Yarpa Hub, NSWALC staff or other persons.

3. Forums

3.1. Members participating in Yarpa forums must not:

- a) use offensive language;
- b) criticise other participants
- c) disrespect participants opinions or shared experiences;
- d) Use language or share content that is deemed to create a culturally unsafe environment; and

- e) Use the forum for purposes other than it's stated intention via topics selected by the forum administrator
- 3.2. Members participating in forums must:
- a) avoid expressing political opinions unless the topic of discussion;
 - b) value and respect participants beliefs and cultural background;
 - c) listen to others opinions; and
 - d) patient with new participants.

4. Copyright notice

- 4.1. Yarpa website is copyright.
- 4.2. You may download, display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968* all other rights are reserved. Requests for further authorisation should be directed to the

Yarpa Hub
PO Box 1125
Parramatta NSW 2124
or by email to info@yarpa.com.au

- 4.3. This notice is not to be erased.
- 4.4. You are not permitted to re-transmit, distribute or commercialise the information or material without seeking prior written approval subject to the express provisions of these terms and conditions.
- 4.5. Yarpa Hub, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and all the copyright and other intellectual property rights in our website and the material on our website are reserved.

5. Licence to use website

- 5.1. You may:
- a) view pages from our website in a web browser;
 - b) download pages from our website for caching in a web browser;
 - c) print pages from our website; and

- d) stream audio and video files from our website

Subject to the other provisions of these terms and conditions.

- 5.2. You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 5.3. Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 5.4. Unless you own or control the relevant rights in the material, you must not:
 - a) republish material from our website (including republication on another website);
 - b) sell, rent or sub-license material from our website;
 - c) show any material from our website in public;
 - d) exploit material from our website for a commercial purpose; or
 - e) redistribute material from our website.
- 5.5. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

6. Acceptable use

- 6.1. You must not:
 - a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
 - b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
 - c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
 - d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
 - e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;

- f) violate the directives set out in the robots.txt file for our website; or
 - g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
- 6.2. You must not use data collected from our website to contact individuals, companies or other persons or entities.
- 6.3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

7. Registration and membership

- 7.1. You may register for a membership with our website by completing and submitting the membership registration form on our website.
- 7.2. You must not allow any other person to use your membership to access the website.
- 7.3. You must notify us in writing immediately if you become aware of any unauthorised use of your membership.
- 7.4. You must not use any other person's membership to access the website, unless you have that person's express permission to do so.

8. User login details

- 8.1. If you register for a membership with our website, your user ID will be the email address you provided during registration. This cannot be changed.
- 8.2. If your application for a membership was successful, a link will be sent to your email address to setup your password.
- 8.3. You must keep your password confidential.
- 8.4. You must notify us in writing immediately if you become aware of any disclosure of your password.
- 8.5. You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

9. Cancellation and suspension of account

- 9.1. We may:
- a) suspend your membership;
 - b) cancel your membership; and/or
 - c) edit your membership details,

at any time in our sole discretion without notice or explanation.

9.2. You may cancel your membership by contacting the Yarpa Hub.

10. What are Your Rights

10.1. You have the right to access or inquire about your personal information and to have it corrected or updated.

11. Changes

11.1. The Yarpa Hub may occasionally update these terms and conditions from time to time to reflect changes in our business practices or changes in the law.

12. Breaches of these terms and conditions

12.1. 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 you one or more formal warnings;
- b) temporarily suspend your access to our website;
- c) permanently prohibit you from accessing our website;
- d) block computers using your IP address from accessing our website;
- e) contact any or all your internet service providers and request that they block your access to our website;
- f) commence legal action against you, whether for breach of contract or otherwise; and/or
- g) suspend or delete your account on our website.

12.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.