

## Mappa Website Terms and Conditions – Front End User

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**Approval:** Chief Executive Officer

**Name:** Des Martin

**Signature:**

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Welcome to the Mappa Health Services website (accessible on <https://mappa.org.au> and <https://mappa.net.au>) and associated news sites, social media sites and apps (collectively the “**Mappa Website**”).

PLEASE ENSURE THAT YOU READ THESE MAPPA WEBSITE TERMS AND CONDITIONS – FRONT END USER (“**TERMS**”) CAREFULLY AS THEY CONTROL THE WAY YOU CAN, AND MUST NOT, USE THE MAPPA WEBSITE. THESE TERMS ALSO DESCRIBE THE PROMISES YOU MAKE TO US ABOUT YOUR USE OF THE MAPPA WEBSITE.

Certain terminology in these Terms start with capital letters. Unless the context provides otherwise, those words have the meaning given to them in the ‘Definitions’ or in the body of these Terms.

### 1 Definitions

1.1 The following definitions apply to these Terms:

**Content** means all forms and formats of content, material, data, information, health service information and material contained, incorporated, connected to or made available in relation to the Mappa Website (including from Health Service Providers, our partners and funders), including without limitation:

- (a) text, contact details, documents, reports, papers, articles, comments;
- (b) graphics, images, logos and photographs;
- (c) sound files and music;
- (d) other recordings, including video and live feed;
- (e) software or code;
- (f) Indigenous Cultural and Intellectual Property (ICIP);
- (g) websites, social media, applications;
- (h) links, posts, advertising, communications;
- (i) other products or services.

**Health information** is subset of personal information and is defined in the *Privacy Act 1988* (Cth) as information or an opinion about the health of an individual, an individual’s expressed wishes about the future provision of health services or a health service provided or to be

provided to an individual.

**Health Service Providers** means collectively for the purpose of these Terms:

- (a) Health service providers including Aboriginal Community Controlled Health Services; WA Country Health Services and Metropolitan Health Services etc.;
- (b) Health sector peak bodies;
- (c) Head offices of health service provider chains;
- (d) Related health sector organisations such as Alcohol and Other Drug organisations etc.

**Indigenous Cultural and Intellectual Property (ICIP)** means Australian Aboriginal and Torres Strait Islander peoples' rights to their heritage. Heritage comprises all objects, sites and knowledge including language, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Aboriginal or Torres Strait Islander group or its territory.

**Intellectual Property (IP) rights** means copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how, confidential information, all rights under any legislation relating to the protection of computer programs, circuit layouts and

all other intellectual property as defined by Article 2 of the 'Convention Establishing the World Intellectual Property Organisation' dated July 1967.

**Malicious Computer Program** means files that consist of malicious computer program, including programs that include viruses, Trojan horses, worms or any other computer programming that may damage, modify, delete, detrimentally interfere with, access without authority or expropriate any system, data or personal information; that may cause damage to the Mappa Website, the Content, our property or the property of other individuals or organisations.

**Mappa Website** means collectively the Mappa Health Services websites (<https://mappa.org.au>, <https://mappa.net.au>, <https://mappanews.org.au>, <https://mappaprototype.org.au/>), and Mappa's related websites, social media sites and apps.

**Personal information** has the meaning given to it in the *Privacy Act 1988* (Cth). See the Mappa Privacy Policy for an explanation of personal information.

**Third Party Material** means Content, data, information, applications, services, websites and materials from, incorporating, linked or connected to third parties (including our related Health Service Providers, partners and funders).

## 2 Acceptance of these Terms

- 2.1 The Mappa Website is a web-based mapping platform that works to place information about Australian health services and providers on the map, all in one place. Mappa's primary purpose is to help Australian Aboriginal and Torres Strait Islander people connect to their local health services and Health Service Providers. In providing greater accessibility to health services, Mappa also helps the health industry and health professionals, as well as community members.
- 2.2 The Mappa Website is owned and operated by Aboriginal Health Council of Western Australia ABN 48 114 220 478 (**AHCWA, we, our or us**).
- 2.3 These Terms, which incorporate the Mappa Privacy Policy and any other policies, procedures, guidelines or codes referred to herein, and any other terms of services which

apply to any products, services or devices that you use to access and use the Mappa Website, govern your access and use of the Mappa Website and our related services.

- 2.4 We will handle any personal information we collect in accordance with the Mappa Privacy Policy. **We do not publish patient health information on the Mappa Website.**
- 2.5 General users do not need to register an account with us to access and use health service and Health Service Providers information and Content on the Mappa Website.
- 2.6 By accessing or using the Mappa Website, you indicate your acceptance to be bound by these Terms and agree that you have had sufficient opportunity to read and understand them. You must not do or attempt to do any act that we would deem to be inappropriate when accessing or using the Mappa Website.
- 2.7 Access and/or use of the Mappa Website is entirely at your own risk. You must only use the Mappa Website in accordance with these Terms and any applicable law. You should immediately cease using the Mappa Website if you do not agree to these Terms.
- 2.8 These Terms also govern updates, upgrades and new and amended versions of the Mappa Website, unless such versions are accompanied by new terms for use, which will govern those versions.

### **3 Intellectual Property rights**

- 3.1 Unless otherwise indicated, we own or license from third parties (including from our related Health Service Providers) all right, title and interest (including Intellectual Property rights) in the Mappa Website and the Content.
- 3.2 Your access and use of the Mappa Website and any Content does not grant or transfer any right, title or interest to you in relation to the Mappa Website or the Content.
- 3.3 However, we do grant you the non-exclusive, limited, terminable, personal, non-transferable right to access and use the Mappa Website and the Content in accordance with these Terms and, where applicable, as expressly authorised by us or, if applicable, our related Health Service Providers and third party licensors. All rights not expressly granted to you under these Terms are reserved. You are not entitled to sub-licence this grant of rights to anyone else without our express written consent.
- 3.4 You must not, nor attempt to, nor purport to authorise others to, copy, reproduce, publish, communicate to the public, re-sell, redistribute, edit, adapt, vary, decompile, reverse engineer or modify:
  - (a) the Mappa Website or any part of it, nor seek to derive its source code; or
  - (b) the Content or any part of it,

except where you are expressly permitted in writing to do so by us and, if applicable, by our related Health Service Providers and third party licensors.

- 3.5 For clarity, you are not entitled to copy, use or use data mining, robots, screen scraping or similar data gathering and extraction tools in relation to Content, information or data showing live on the Mappa Website or otherwise without our express written permission.

### **4 Indigenous Cultural and Intellectual Property (ICIP)**

- 4.1 The Mappa Website and Content may incorporate ICIP (cultural information) which belongs to the Aboriginal or Torres Strait Islander traditional owners or custodians of that ICIP. You agree

that ownership of any such ICIP will remain at all times with the traditional owners or custodians of that ICIP.

- 4.2 In any access or use of the Mappa Website or Content incorporating ICIP, you agree to:
- (a) respect the ICIP rights of the traditional owners or custodians of that ICIP, and comply with any relevant cultural protocols of AHCWA;
  - (b) ensure that traditional owners or custodians continue to be acknowledged as owners of any ICIP incorporated in the Mappa Website or Content, unless notified otherwise;
  - (c) not use the ICIP for any purpose without the prior written consent of the traditional owners or custodians of that ICIP.

## **5 Unacceptable activity**

- 5.1 You must not do or attempt to do any act that we would deem to be inappropriate, culturally insensitive, is unlawful or is prohibited by any laws applicable to the Mappa Website or Content, including without limitation:
- (a) accessing or using, or allowing any other person, group or organisation to access or use the Mappa Website or Content which you are not permitted to access or use;
  - (b) accessing or using the Mappa Website or Content outside the scope of any permission or licence granted to you by these Terms;
  - (c) infringing any other third-party rights;
  - (d) providing false or misleading information to us, or our personnel, agents, contractors, suppliers or related Health Service Providers;
  - (e) compromising or disclosing sensitive data or confidential information (including ICIP);
  - (f) any act that would constitute a breach of either the privacy (including uploading private, personal or health information without an individual's consent) or any other of the legal rights of individuals;
  - (g) using the Mappa Website to defame us, our personnel, agents, contractors, suppliers, related Health Service Providers, our partners or funders, or other individuals;
  - (h) inhibiting or interfering with other users' enjoyment, access and use of the Mappa Website or Content;
  - (i) linking to Mappa Website in a way that damages or takes advantage of our reputation or that of our related Health Service Providers, partners or funders, including in a way to suggest or imply that you have any kind of association or affiliation with us, or approval and endorsement from us when there is none, or in a way that is illegal or unfair;
  - (j) causing us to breach any law, lore, regulation, rule, code or other legal or cultural obligation;
  - (k) uploading or depositing code or files to the Mappa Website that consist of Malicious

Computer Program or otherwise interfering with any part of the Mappa Website;

- (l) interfering with circumventing any security-related or other features of the Mappa Website, or tampering, hacking or in some other way disrupting any computer system, service, network, website, router or other device used to host the Mappa Website or make the Mappa Website available;
- (m) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Mappa Website or in relation to the Content;
- (n) posting or transmitting non-authorized material to the Mappa Website, or otherwise behaving in a manner, that is or could reasonably be considered, in our opinion, likely to cause annoyance, or which is inappropriate, defamatory, racist, culturally insensitive, obscene, threatening, pornographic, threatening, abusive, discriminatory, blasphemous, in breach of confidence or privacy or otherwise, or which is detrimental to or in violation of our systems or a third party's systems or network security;
- (o) intentionally publishing or posting false or misleading Content, information, data, comments or otherwise on the Mappa Website. Reminder: these Terms extend to and cover your use of Mappa's social media sites.

5.2 If we allow you to publish or post any Content, information, data, comments or otherwise to the Mappa Website, we have the right to take down this information at our sole discretion and without notice.

## **6 Posting / Content policy**

6.1 You may be entitled to post or upload comments, images, photos, text or other material (**Post/s**) to the Mappa Website subject to these Terms.

6.2 You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use any Intellectual Property rights in the Posts, including the rights to:

- (a) copy, publish, communicate to the public, reformat, edit, adapt or translate;
- (b) publicly perform, present or broadcast;
- (c) distribute for any purpose including for commercial or advertising purposes; and
- (d) incorporate in the Mappa Website or any other Content; and
- (e) use in relation to statistical and analytic information we generate and which may be shared with Health Services Providers, our partners, funders or other third party organisations.

6.3 You must not upload any Posts or Content that:

- (a) are unlawful or promotes illegal behaviour;
- (b) is harmful, threatening, abusive or harassing;
- (c) incites violence or is graphical of violence;
- (d) is pornographic or exploits people in a sexual manner;
- (e) is defamatory;
- (f) relates to gambling or alcohol;

- (g) promotes racism, bigotry, hatred, physical harm or any other discriminatory behaviour;
- (h) is false, misleading or fraudulent;
- (i) consists of any Malicious Computer Program or otherwise interferes with any part of the Mappa Website;
- (j) impersonates any person or organisation or falsely misrepresents your affiliation with a person or organisation;
- (k) infringes or violates another's rights including copyright or Intellectual Property rights;
- (l) invades another's privacy or breaches another's confidentiality;
- (m) includes photographs or images of another person or their property without their consent;
- (n) reveals anyone's identification documents, personal information, patient health information or sensitive financial information;
- (o) is posted to disrupt the operation of the Mappa Website or its related products and services or those of our related Health Service Providers, partners or funders; and
- (p) advertises any organisation or their goods or services other than us.

6.4 By uploading Posts to the Mappa Website, you warrant that:

- (a) you have the right and authority to provide the Posts in the manner they are posted;
- (b) you own the Posts and have the right to grant the rights above to us; and
- (c) the Content is not prohibited content as outlined above.

6.5 We have not reviewed and cannot review all Posts and we are not responsible for liability in relation to your Posts.

6.6 We may, at our sole discretion, pre-screen, reject or remove any Posts for any reason.

## **7 Collection Notice**

7.1 We collect personal information about you:

- (a) to provide you with access to and use of the Mappa Website,
- (b) to respond to your enquiries and feedback,
- (c) to provide you with details of updates, promotional material and other information relevant to the Mappa Website and our or our related Health Service Provider's, partners' or funders' services,
- (d) when you post material to the Mappa Website,
- (e) to maintain data verification and data accuracy; and
- (f) for purposes otherwise set out in the Mappa Privacy Policy.

7.2 We may disclose that information to third parties that help us deliver the Mappa Website and our services (including information technology suppliers and our related Health Service Providers, partners and funders) or as required by law.

7.3 The Mappa Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint.

- 7.4 By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Mappa Privacy Policy and these Terms. If you do not provide this information, we may not be able to provide the Mappa Website or our products and services to you.
- 7.5 Subject to the Mappa Privacy Policy, if we do not disclose your personal identity in doing so, we can collect, copy, communicate, adapt and exploit data from your use of the Mappa Website (and, for the avoidance of doubt, associated Third Party Material) and associated devices, systems, software and peripherals, to improve delivery of our services to you.
- 7.6 For more information, see the Mappa Privacy Policy and our Cookies Policy, available on the Mappa Website, or contact us directly.

## **8 Accuracy, completeness and timeliness of Mappa Website**

- 8.1 The Mappa Website and the Content are provided 'as is' and 'as available' and you exercise your own skill, judgment and care with respect to your use or reliance on them. Neither the Mappa Website nor the Content is comprehensive and is only intended to provide a summary of the subject matter covered. It is at the complete discretion of Health Service Providers and our partners as to what Content is made available about them on the Mappa Website.
- 8.2 Mappa does not verify Content made available by Health Service Providers and our partners on the Mappa Website. It is the responsibility of the Health Service Providers and our partners to ensure accuracy and completeness of the Content.
- 8.3 While we make all reasonable endeavours to remind the Health Service Providers and our partners to regularly ensure the accuracy and completeness of the Content, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the Mappa Website or the Content, and disclaim all responsibility, that:
- (a) the Mappa Website or the Content will be complete, accurate or up-to-date;
  - (b) the Mappa Website or the Content is of a merchantable quality or fit for a particular purpose;
  - (c) access to the Mappa Website or the Content will be uninterrupted or error-free or free from Malicious Computer Program; or
  - (d) the Mappa Website or the Content will be secure, despite security measures we have in place.
- 8.4 We are not liable to you or anyone else if errors, interference or damage to your computer systems occurs in connection with your access and use of the Mappa Website, the Content or a linked site or material. You must take your own precautions to ensure that whatever you select, access or use on or from the Mappa Website is free of Malicious Computer Program.
- 8.5 You acknowledge and agree that:
- (a) We retain complete control over the Mappa Website and our Content, and may alter, amend or cease the operation of the Mappa Website and our Content, or remove, edit, modify or add to the Mappa Website or our Content at any time without notice in our sole discretion;
  - (b) The Health Service Providers retain complete control over their Content, and may edit, alter, amend, remove, modify or add to their Content at any time without notice in their sole discretion (refer to permission levels on <https://mappanews.org.au/settings>)

as to who can remove);

- (c) The Mappa Website may not operate on a continuous basis and may be unavailable from time to time (including for maintenance or upgrade purposes).

8.6 You should monitor any changes to the Mappa Website or the Content. Please check these Terms periodically for changes, including the Mappa news site at <https://mappanews.org.au>

## 9 Third Party Material

9.1 The Mappa Website may contain, incorporate, connect to or make available Third Party Material (including in relation to Health Service Providers, our partners and funders). Third Party Material is provided for convenience and may not remain current or be maintained.

9.2 We are not responsible for, do not endorse or make any representation about, nor do we evaluate or examine Third Party Material, whether for usefulness for purpose, accuracy, completeness, legal compliance, availability or otherwise. You access and use Third Party Material entirely at your own risk.

9.3 We may remove, suspend access to, change or otherwise deal with Third Party Material at any time, for any period and to any extent, without notice to you and without any liability or obligation to you. The owners of Third Party Material may do the same.

## 10 Limitation of Liability

10.1 To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we (including us, our third party suppliers, related Health Service Providers, partners, funders or any officer, employee, contractor, agent, body corporate or successor) be liable for any direct or indirect loss, liability, costs, damages, charges or expenses – irrespective of the manner in which it occurs – which may be suffered as a result of:

- (a) your use of the Mappa Website or Content;
- (b) the unavailability, inaccessibility or interruption of usage of the Mappa Website or Content;
- (c) the Mappa Website or Content being incorrect, incomplete or out of date;
- (d) the Mappa Website or Content being provided to you free-of-charge or pursuant to a subscription;
- (e) any delay or failure in performance of the Mappa Website or Content beyond our reasonable control;
- (f) loss of information or data; or
- (g) Content or services not being sufficient for your purposes or not meeting your individual requirements.

10.2 To the maximum extent permitted by law, we are not responsible for any indirect, incidental, special, exemplary or consequential liability whatsoever, whether arising in contract, tort (including negligence) or otherwise arising out of the provision or use of the Mappa Website or the Content.

10.3 Notwithstanding anything else in these Terms, if any of the exclusions or limitations set out above are declared illegal or void, then to the extent permitted by law, our liability for breach of a warranty implied into these Terms by the Australian Consumer Law (or otherwise) is limited, at our discretion, to either supplying, replacing or repairing the Mappa Website or the Content.



- 10.4 Nothing contained in these Terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by statute or regulation if it cannot lawfully be excluded, restricted or modified.

## 11 Indemnity

- 11.1 You agree to indemnify and hold us, our third party suppliers, related Health Service Providers, partners, funders and any officer, employee, contractor, agent, body corporate, licensor or successor, harmless from and against any and all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (actual, special or consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, incurred, suffered, due to or arising out of or in connection with:
- (a) your access or use of the Mappa Website or the Content;
  - (b) your breach of these Terms; or
  - (c) your breach of any law or the rights of a third party in connection with your access or use of the Mappa Website or Content.

## 12 Termination

- 12.1 Except to the extent that any obligations in these Terms continue after termination, these Terms automatically terminate if:
- (a) we cease to operate the Mappa Website;
  - (b) you cease to access the Mappa Website; or
  - (c) you do not comply with these Terms.
- 12.2 We reserve the right to rescind, suspend or terminate your access and use of the Mappa Website or the Content at any time without notice, and we will not be responsible for any loss, cost, damage or liability that may arise as a result.
- 12.3 Upon termination of these Terms, you must immediately cease using and accessing the Mappa Website and the Content.

## 13 Dispute resolution

- 13.1 In the event of any dispute under these Terms, the parties agree to negotiate in good faith to resolve the dispute prior to bringing any court proceedings. Any dispute or difference whatsoever arising out of or in connection with these Terms which cannot be resolved by the parties will be submitted to mediation in accordance with, and subject to, Resolution Institute's mediation and conciliation rules.

## 14 General

- 14.1 **Entire Agreement:** these Terms embody the whole agreement of the parties relating to the subject matter of these Terms and supersedes all previous agreements in respect of your access and use of the Mappa Website and the Content.
- 14.2 **Amendment:** We reserve the right to make changes to the Mappa Website, the Content and these Terms at any time without notice. Your continued access and use of the Mappa Website and the Content following changes signifies your acceptance of these changes and any new

## Terms.

- 14.3 **Assignment:** You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms to any third party.
- 14.4 **No waiver:** No waiver by us of any default of yours under these Terms will operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you will in any way release, discharge or otherwise affect your liability under these Terms.
- 14.5 **Notices:** Unless otherwise stated within these Terms, notices to be given to either party will be in writing and delivered by electronic mail at the email address you supply to us or to us at our offices.
- 14.6 **Third party rights:** All provisions of these Terms apply equally to and are for the benefit of us, our third party suppliers, related Health Service Providers, partners, funders and our and their officers, employees, contractors, agents, body corporates, licensors or successors, and each will have the right to assert and enforce such provisions directly or on its own behalf (save that these Terms may be varied or rescinded without the consent of those parties).
- 14.7 **Severability:** If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision will be deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms will not be affected.
- 14.8 **Governing law:** Your use of the Mappa Website and the Content and these Terms are governed by the law of Western Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

## 15 Contact Us

- 15.1 You can contact us via the Mappa Website (<https://mappa.org.au>) or contact:

Mappa Team  
Aboriginal Health Council of Western Australia  
PO Box 8493  
Perth WA 6849  
+61 (8) 9227 1631  
[mappa@ahcwa.org](mailto:mappa@ahcwa.org)