

## **<sup>1</sup>Terms of Use**

### **Acceptance**

This website and any associated smart phone application is operated by Multicultural Community Services Geelong Inc. trading as Cultura. ABN: 71355 229 834. By accessing or using them, you agree to these terms of use.

### **Amendment**

Cultura reserves the right to amend this website, the phone application and these terms of use, without prior notice. Amendments will take effect immediately upon changes being made and you should ensure that you read all of the terms of use each time you visit this website.

### **Accuracy**

Although every effort is made to provide information that is accurate, information may not be up-to-date. Services, admission criteria and eligibility, costs, funding and other matters are subject to change at any time. Photographs, descriptions and examples contained in promotional and associated materials are for illustration and information purposes only and may contain artists' impressions.

### **Suitability of Cultura's Services**

Prospective residents, clients and their families and representatives must assess whether accommodation and other services provided by Cultura or a third party are suitable for them. Available subsidies and service locations and support options are subject to change at any time.

### **Donations**

Cultura welcomes philanthropic donations and will issue prescribed receipts for tax purposes, taking into account processing times. If you establish a regular donation (e.g., monthly), Cultura will request or deduct funds on the specified dates. If you want to cancel a regular donation, please give Cultura at least 5 business days prior notice. Cultura may reject and refund a donation, at its discretion. On making a donation, please be aware that Cultura is not responsible for any failures or losses or damages associated with the use of a third party payment processor or facilitator (e.g., bank).

Information collected as an incident of a donation may be retained by Cultura, subject to the current collection statement of Cultura and applicable privacy laws

If you have any questions or concerns about donating, you should call Cultura prior to donating. If you believe a donation has been made in error, please immediately call Cultura to discuss whether a refund is possible. These payment provisions should be read in conjunction with any other terms specified at the time of donating.

### **Electronic Payments**

You must assess the suitability of any payment option or service presented on this website (which may not be reliable or always available due to events beyond Cultura's reasonable control). On utilising electronic payment options you certify that you are 18 years or older and that you have the authority to use the payment method specified. If you become aware of a fraudulent or unauthorised payment, please immediately notify your bank to stop further payments and seek a refund.

### **Online Conduct and Security**

You must not post on or via this website or any phone application, any unlawful, harmful, threatening, abusive, harassing, defamatory, or obscene material of any kind. You must also observe and maintain the confidentiality of all applicable security features (including passwords, access arrangements etc.) as notified.

### **Copyright and Restricted Use**

Copyright rests with Cultura unless otherwise stated. All aspects of this website and any phone application, including data, documents, graphics and logos are copyright to Cultura and may not be reproduced in any shape or form. Unless otherwise agreed by MACS in writing, you are provided with access to for your personal use. You are authorised to print a copy of any information for your personal use (unless such printing is expressly prohibited). Without limiting the foregoing, you may not without Cultura's prior written permission on-sell information obtained from this website or any phone application.

### **Risk and Liability**

You use this website and any phone application and transmit information at your own risk. Cultura is not liable for any loss or damage which you may suffer through such use. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Any liability Cultura may have to you under legislation in respect of any non-excludable warranty or representation is limited where permitted to a prescribed or nominated supply or payment.

### **Third Party Content and Websites**

Cultura cannot and does not endorse it in any way, or vouch for its accuracy or usefulness of content supplied by third parties. Any external links and references to third parties are for convenience only. Cultura does not endorse or recommend the products or services of third parties.

### **Privacy Policy**

Cultura has developed a policy to protect users' privacy in compliance with applicable privacy legislation. Cultura's policy is to inform users of the following:

- the identity and contact details of Cultura;
- what personal information is being collected;
- who is collecting personal information;
- how personal information is being used;
- to whom personal information is being disclosed;
- how personal information is being stored;
- the consequences of personal information being withheld from Cultura; and
- how personal information can be accessed and corrected.

### **De-identified Information**

Without limiting the means by which information is collected by Cultura, Cultura may use usage analysis software which records:

- unique visitors and sessions;
- requested pages, downloads, search terms used, posted forms, status and errors, hits and bytes downloaded per directory, file and file type;
- entrance pages, exit pages, click paths, click to and click from and length of session;
- domains, countries and IP addresses; and/or
- browsers, platforms and robots.

Any such statistics are de-identified at the time of recording, to be used for administrative purposes, including to improve and assess services, and to monitor usage patterns, in order to improve navigation and design features.

### **Identified Information**

Cultura may collect identifiable information such as contact details. Further, access to restricted sections may be made possible by using information contained in Cultura's databases. This website may use cookies to manage use, including login and logout. Otherwise, Cultura will not knowingly make an attempt to identify users or their browsing activities. Access may be denied or restricted if required information is withheld.

### **Access to Information Collected**

Users may contact the Cultura Privacy Officer at any time to access personal information about themselves. Access will be provided unless the request is unreasonable or the

applicable privacy legislation permits or requires Cultura to decline access. As permitted by law, a fee may be requested to cover the cost of access.

### **Use and Disclosure of Information Collected**

Cultura collects personal information for a number of purposes (being the primary purposes of collection), including:

- to deliver and promote services;
- to implement, monitor and maintain quality assurance processes and systems;
- to procure funding, donations or other support for the activities of Cultura; and
- to enable internal administration, training, assessments and reviews.

Any information users provide will only be used for the primary purposes for which users have provided it or a secondary purpose if it directly relates to the primary purpose or for any other lawful purpose.

Cultura will not sell, trade, give or rent any information obtained by you to third parties. However, Cultura engages third parties to perform certain business functions. Therefore, it is sometimes necessary to disclose personal information to those suppliers. Disclosures may also be made to other third parties, including advisors and regulatory authorities. Where disclosure takes place, Cultura seeks to ensure that personal information is handled appropriately.

### **Use of Additional Collection Statements**

Cultura may provide further relevant privacy information to users at the point of collection, in which case, such information should be read in conjunction with the policy set out in these terms of use.

### **Complaints and concerns**

Any concerns about Cultura's handling of personal information should be directed to the Privacy Officer on +61 3 4210 0000 or 100 Weddell Road, Geelong North, Vic 3215. Requests may be required in writing and resolution of concerns will be sought as promptly as possible. The Australian Information Commissioner is an additional source of information available at [www.oaic.gov.au](http://www.oaic.gov.au)