

Organisation Account Terms of Use

1. Acceptance of Terms

- 1.1 The People at Work platform (**PAW Platform**) is owned and operated by the State of Queensland acting through the Office of Industrial Relations (**OIR, we, us**). People at Work supports organisations to identify and assess workplace factors that may contribute to poor psychological and physical health through consultation with employees.
- 1.2 By setting up an account for an organisation (**Organisation Account**) and registering as a user with administration access (**Organisation Administration User**) for that Organisation Account:
 - (a) the Organisation Administration User (**You**); and
 - (b) the organisation named in the Organisation Account (**Organisation**),agree to be bound by the following agreement (**Terms of Use**).
- 1.3 If you do not agree with these Terms of Use, you must cease using the PAW Platform and any PAW Surveys immediately.
- 1.4 We reserve the right to amend, modify, add, delete and make corrections to these Terms of Use or by updating the PAW Platform to incorporate new terms, at any time without notice. All changes are effective from the date they are posted and the continued use of the PAW Platform (including conducting a PAW Survey) by you on behalf of the Organisation will constitute acceptance of the variation of the Terms of Use by you and the Organisation. It is your responsibility to ensure you are aware of any changes to these Terms of Use each time you utilise the PAW Platform.
- 1.5 Terms used in these Terms of Use have the meanings given in clause 9.

2. Warranties and Obligations

- 2.1 The Organisation warrants that:
 - (a) the Organisation is based in Australia and has at least 20 Employees;
 - (b) the Organisation will use the PAW Platform, PAW Survey and any Reports received from us in good faith, only for its own internal use, and in accordance with these Terms of Use; and
 - (c) the information in the Organisation Account is true and up-to-date.
- 2.2 You warrant that:
 - (a) you are authorised to act on behalf of the Organisation including to legally bind the Organisation to these Terms of Use in setting up the Organisation Account;
 - (b) you have the continuing authority to act as Organisation Administration User to give us instructions on behalf of the Organisation;
 - (c) your Organisation Administration User profile is true and provided in good faith and is your own and not that of another person; and
 - (d) you will use the PAW Platform only in accordance with these Terms of Use.

- 2.3 You must not:
- (a) disclose your authentication details (password, etc) to any other person;
 - (b) use the PAW Platform in any way which is unlawful, offensive, abusive, indecent, defamatory or harassing, or in breach of any other rights of others;
 - (c) use the PAW Platform in any way that could damage, disable, overburden, impair or compromise the PAW Platform; or
 - (d) copy, transmit, distribute, reproduce, license, alter, reverse engineer, adapt or modify the whole or any part of the PAW Platform in any way whatsoever, other than as expressly permitted under these Terms of Use.
- 2.4 The Organisation may distribute Paper-based Surveys to Employees and enter responses into the PAW Platform, provided that the Organisation:
- (a) must not alter the Paper-based Survey or any notices on the survey except as expressly permitted by the instructions on the survey;
 - (b) is solely responsible for any confidentiality or privacy obligations to its Employees or any other person in relation to the collection, storage and handling of information via the Paper-based Survey, including compliance with the *Privacy Act 1988* (Cth) if applicable, and any other privacy or workplace laws;
 - (c) warrants that it has provided any necessary notices to and obtained any consents from all Employees as required by such obligations and laws;
 - (d) must not use or disclose completed Paper-based Surveys or information from completed Paper-based Surveys other than by entering the information into the PAW Platform; and
 - (e) must keep completed Paper-based Surveys secure and destroy any completed Paper-based Surveys after the information has been entered into the PAW Platform (unless prohibited by any law).
- 2.5 If you are acting as an agent or consultant for the Organisation in setting up the Organisation Account, you must not charge the Organisation a fee for access to the PAW Platform. You must disclose to the Organisation that they can access the PAW Platform (and its resources, PAW Survey and reports) directly, free of charge. However, nothing in this clause precludes you from charging the Organisation for your services (for example, consultancy fees).

3. Using the PAW Platform

- 3.1 Subject to these Terms of Use, from the Registration Date, we grant the Organisation a limited, non-exclusive, non-transferable licence to use the Organisation Account via the PAW Platform to access resources, generate PAW Surveys and receive reports from time to time.
- 3.2 The Organisation must maintain the Organisation Account via the PAW Platform and ensure that it is accurate and remains up-to-date. Where there are multiple Organisation Administration Users for an Organisation Account:
- (a) each Organisation Administration User must have a unique email address; and
 - (b) each of the Organisation Administration Users will be able to log in as administrators to the Organisation Account and are responsible for its maintenance.
- 3.3 Where the Organisation is responsible for distributing a PAW Survey, the Organisation must take reasonable steps to ensure that the link to the PAW Survey and any Paper-based Surveys are sent only to Employees.
- 3.4 The Organisation acknowledges and agrees not to represent that there is any relationship between it and the OIR or any Funding Partner as a result of using the PAW Platform or conducting any PAW Survey.

- 3.5 The Organisation is responsible for ensuring there is at least one valid Organisation Administration User for its Organisation Account at all times, and OIR has no obligation to reset Organisation Accounts.

4. Personal Information and use of de-identified information

- 4.1 You consent to our dealing with your Personal Information, as set out in this clause 4 and our Privacy Policy, including any Personal Information you include in your Organisation Administration User profile. We protect, collect and manage your Personal Information in accordance with the *Information Privacy Act 2009* (Qld).
- 4.2 We use your Personal Information for the purpose of operating the PAW Platform. The operation of the PAW Platform is outsourced to a third party service provider which is contractually bound to comply with the same privacy obligations.
- 4.3 You and the Organisation irrevocably consent to our use, in de-identified form for statistical purposes, of any data generated by your use of the PAW Platform, including data in the Organisation Account, and any PAW Surveys and Employee responses. Our Funding Partners may also access such de-identified data for the purpose of trend analysis, developing guidance material and informing strategies to support industry with education, information and awareness around psychological health and safety, psychosocial risks and risk management.
- 4.4 If you opt to receive any newsletters or other notifications from us via email or text, we will use your Personal Information to send you those newsletters and notifications in accordance with the preferences selected on your Organisation Administration User Profile.
- 4.5 We may provide the Organisation with Reports including recommendations based on aggregated answers to each PAW Survey completed. However, to protect the confidentiality and to de-identify the Personal Information of the survey respondents, such reports:
- (a) will not include any personally identifying information;
 - (b) will not be provided to the Organisation unless at least 20 survey respondents complete the PAW Survey; and
 - (c) will not include any breakdown of survey answers for subgroups of fewer than 10 survey respondents.

5. Intellectual Property Rights

- 5.1 The material in the PAW Survey and PAW Platform is confidential and protected under Australian and international copyright and other laws governing protection of Intellectual Property rights. You and the Organisation must not disclose, distribute, copy, publish, or create derivative works from any part of the PAW Survey or PAW Platform materials, other than as expressly permitted under these Terms of Use.
- 5.2 The name of the Organisation will not be disclosed to any other users of the PAW Platform (including Funding Partners). We will use the name of the Organisation only where necessary for the operation of the PAW Platform, and to customise Reports for the Organisation.
- 5.3 If you submit a suggestion to us for improving the PAW Platform, you (and, where applicable, the Organisation) assign to us any Intellectual Property Rights which you or the Organisation may have in your suggestion.

6. Disclaimers and Limitation of Liability

- 6.1 The information on the PAW Platform, including any Reports we may provide to the Organisation, is of a general nature. The Organisation remains wholly responsible for:
- (a) fulfilling its duty of care to its Employees;

- (b) complying with applicable laws, regulations or standards, including any privacy legislation; and
- (c) seeking independent professional advice where appropriate.

6.2 The Organisation's use of the PAW Platform or any PAW Survey, or our provision of any Report or use of any data or information generated by a PAW Survey, does not imply:

- (a) that we or any of the Funding Partners approve, recommend or endorse the Organisation; nor
- (b) that the Organisation has complied with any or all relevant laws, regulations or industry codes.

6.3 Indemnity

(a) You agree to release us and hold us harmless, and indemnify and defend us and our Indemnified Officers against any Claim or Liability arising from or in relation to your breach of any of your obligations or warranties set out in these Terms of Use.

(b) The Organisation agrees to release us and hold us harmless, and indemnify and defend us and our Indemnified Officers against any Claim or Liability arising from or in relation to:

- (i) misuse of any Report, PAW Survey or the PAW Platform;
- (ii) breach of any law or infringement of any third party rights including Intellectual Property rights; or
- (iii) breach of the Organisation's warranties or obligations under this agreement; or
- (iv) breach of the Organisation's duty of care to the Organisation's Employees,

by the Organisation, its personnel or any Organisation Administration User registered to the Organisation Account.

(c) You and the Organisation agree to release and hold harmless us and our Indemnified Officers against any Claim or Liability arising from or in relation to:

- (i) any loss or damage to persons or property (including data) caused by the use (or inability to use) the PAW Survey, PAW Platform or any Report;
- (ii) our reasonable actions in denying anyone access to the PAW Survey or PAW Platform, for security reasons;
- (iii) our suspension or deletion of any Organisation Administration User or Organisation Account under clause 7.1 or 7.2.
- (iv) any error or omission (whether negligent or in breach of contract or not) in information supplied by us to the Organisation;
- (v) actions taken in relation to this agreement in accordance with our obligations at law or any order issued by a court of law or relevant government authority,

whether directly or indirectly arising in connection with the PAW Survey, PAW Platform or any Report, even if we knew or should have known about the possibility of such loss or damage.

6.4 Limitation of Liability

To the fullest extent allowable at law:

- (a) we only accept liability to you as set out in this clause 6, or as required by consumer or other laws which cannot be excluded by contract;

- (b) indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) are expressly excluded under this agreement; and
- (c) the material contained in the PAW Survey, PAW Platform and Reports are provided on an 'as is' basis. We disclaim all representations and warranties, express or implied (other than those set out in these Terms of Use), with respect to such information, services and materials, whether provided by us, third party contractors or Funding Partners.

7. Suspension and Termination

- 7.1 If we in our absolute discretion determine that an Organisation Administration User or an Organisation has breached these Terms of Use, we may immediately and without further notice
 - (a) suspend or delete the Organisation Administration User;
 - (b) suspend or delete the Organisation Account; and/or
 - (c) terminate these Terms of Use.
- 7.2 We reserve the right to suspend or delete an Organisation Account and terminate these Terms of Use if there has been no activity on the account for more than 3 years.
- 7.3 You acknowledge that we may retain or archive information (including Personal Information) you have provided to us in association with the PAW Platform, even if an Organisation Administration User account or Organisation Account has been disabled or deleted. In particular, all information provided by Employees who complete a PAW Survey, is retained by us to be used for statistical purposes, whether or not we issue a Report, and even if the Organisation Account is later disabled or deleted.

8. General

- 8.1 Where applicable, the parties' rights and obligations under clauses 2, 3, 4, 5, 6 and 7 will survive the termination of these Terms of Use for whatever reason.
- 8.2 The laws of Queensland, Australia apply to these Terms of Use and the parties submit exclusively to the courts of that jurisdiction.
- 8.3 If any provision of this agreement is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of this agreement.
- 8.4 Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.

9. Definitions and Interpretation

9.1 Definitions

In these Terms of Use:

- (a) **Claim** means any claim notice, demand, investigation, action, proceeding, litigation, or judgment however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence) or statute and whether involving a party to these Terms of Use or third party;
- (b) **Consequential Loss** includes, without limitation:

- (i) loss of data or unauthorised disclosure of data; and
 - (ii) loss of opportunity, loss of revenue, loss of anticipated profits or savings, expenses incurred through default or breach, wasted overheads, loss of contract, loss of bargain, loss of business, loss of production, loss of use, loss of goodwill, and all other pure economic loss; and
 - (iii) disappointment, distress, stress, and inconvenience;
- (c) **Employee** means an employee of the Organisation, in any capacity;
- (d) **Funding Partners** means the government organisations which help fund the PAW Platform, and who can access de-identified information via the PAW Platform. The Funding Partners include:
- (i) Workplace Health and Safety Queensland;
 - (ii) SafeWork New South Wales;
 - (iii) WorkSafe Victoria;
 - (iv) Comcare;
 - (v) WorkCover Tasmania Board;
 - (vi) WorkSafe Northern Territory;
 - (vii) WorkSafe Australian Capital Territory;
 - (viii) WorkSafe Western Australia;
 - (ix) Safe Work Australia; and
 - (x) SafeWork South Australia,
- or subsequent government organisations carrying out the same or similar functions, in the event of a government restructure or reorganisation;
- (e) **Indemnified Officers** means, in relation to a party, its directors, employees, contractors, agents and representatives;
- (f) **Intellectual Property Rights** means all intellectual property rights, including copyright, patents, and trade marks (whether registered or not), and includes the right to register any intellectual property rights;
- (g) **Liability** means any liability (whether actual or prospective), loss, damage, cost or expense of any description, including legal fees on an indemnity basis;
- (h) **PAW Platform** means the People at Work platform website and includes all material making up or available through the PAW Platform, including any PAW Surveys, Resources or Reports;
- (i) **Paper-based Survey** means a paper version of the PAW Survey downloaded from the PAW Platform in a printable format;
- (j) **PAW Survey** means an online survey generated through the PAW Platform or a Paper-based Survey; and
- (k) **Personal Information** means has the same meaning as in section 12 of the *Information Privacy Act 2009* (Qld), that is, information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

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