

Squash Australia Learning Centre

User Terms and Privacy Collection Notice

VERSION CONTROL

Version 1.0	September 2021
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Below are the Squash Australia Learning Centre (**SQALC**) Terms and Conditions of Use and Privacy Collection Notice (collectively the **Terms**). The Terms are important because they:

- Outline the legal rights and responsibilities of Squash Australia (**SqA**)
 - Explain your legal rights responsibilities, as well as the rights you give to SqA, when you use the SQALC
 - Describe the rules everyone needs to follow when using the SQALC.
1. Introduction
 - 1.1. The SQALC is an online learning and development platform operated by SqA and facilitated through the ASC managed Australian Sports Learning Centre.
 - 1.2. In accessing the SQALC, you agree to comply with and be bound by the provisions set out in the Terms. You will also be required to comply with terms and conditions imposed by the ASC at [INSERT LINK] (**ASC terms**).
 - 1.3. If you are under 18 years of age you must also obtain the agreement of your parent or guardian prior to accessing the SQALC.
 - 1.4. SqA may vary the Terms at any time by notice to Users, including by notice through the SQALC.
 2. SQALC User Terms
 - 2.1. SQALC account
 - a. You may create an SQALC profile and a user account for the SQALC if you are five years of age or older as at the date of seeking to create the profile and user account.
 - b. On establishing an SQALC account, SqA will allocate you with a username, password and any additional details that may be required to access your SQALC account.
 - c. You must:
 - i. only access the SQALC using your personal username, password and other authentication details allocated to you by SqA;
 - ii. not permit any unauthorised person to access the SQALC using your username or password;
 - iii. keep your username and password secure at all times and not disclose your password to any unauthorised person;
 - iv. advise SqA immediately if you suspect that the security of your SQALC account may have been compromised;
 - v. ensure that any information you provide to SqA in relation to your SQALC account is accurate and up-to-date.



- d. SqA may at its discretion, limit, suspend or terminate your access or use of the SQALC, or your SQALC account, at any time.
- e. SqA may vary the Terms from time to time. When the Terms are updated a notice will be given to existing Users. All Users will be required to review and agree to the updated Terms upon their next login or they may not be able to access the SQALC.

2.2. Use of SQALC

- a. You are responsible for any information or content that you submit to the SQALC, including any Personal Information.
- b. You may only access those sections of the SQALC to which you have been specifically granted access by SqA.
- c. SqA will take all reasonable measures to protect your content in accordance with the Terms and respond to User support queries within a reasonable time.
- d. You must use the SQALC only:
 - i. for lawful purposes;
 - ii. in a manner that does not infringe the rights of others or restrict or inhibit the use and enjoyment of the SQALC by any other person; and
 - iii. in accordance with any Support/FAQ information provided in the SQALC, the Terms and the ASC terms.
- e. You must not, nor allow or permit any person under your direction or control to:
 - i. submit or transmit via the SQALC any unlawful, defamatory, obscene, offensive material, or any material that constitutes or encourages conduct that would contravene any law;
 - ii. introduce any Harmful Code (including any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code) into the SQALC;
 - iii. interfere with the operation of the SQALC or abuse, overload, disrupt or threaten the security of the SQALC or any other ASC networks or system; or
 - iv. use any software (like bots, scraper tools etc.) to access, monitor or copy the SQALC or its contents, including Learning Content, unless SqA has given you written permission in advance.
- f. You acknowledge and agree that:
 - i. the SQALC may not always be available and may not always work as intended;
 - ii. SqA may change the functionality of the SQALC. SqA will endeavour to notify you of material changes in advance but may not always be in a position to do so;
 - iii. Learning Content within the SQALC may have been developed by SqA or by third parties;
 - iv. SqA does not warrant or make any representation as to the content of any external resources or websites linked to within the SQALC;
 - v. external material on, or linked to via the SQALC site may include the views of individuals that are not necessarily the views of SqA or other SQALC users; and
 - vi. SqA may (at its discretion) remove any content from the SQALC that SqA considers to be inappropriate or in violation of these Terms or of any applicable laws.

2.3. Intellectual property and use of your content



- a. All copyright, trade marks and other intellectual property rights subsisting in the SQALC, including Learning Content (**SQALC IP**), are owned by SqA, the ASC or third parties, and are protected by the laws of Australia. You are only permitted to use the SQALC IP for the purpose of your own personal or professional education and training or as otherwise permitted by law.
- b. The ownership of any content that you provide to SqA via or in connection with the SQALC, remains unchanged by these Terms.
- c. You agree that SqA may permanently use, reproduce, adapt, modify and communicate (including a right to sublicense) any content that you provide to SqA via or in connection with the SQALC, for SqA's purposes. You agree to do all things necessary to ensure that SqA will have full rights to use the content in accordance with this clause.

2.4. Privacy and Personal Information

- a. SqA will collect and handle certain Personal Information in connection with its management of the SQALC. You agree to the collection, use and disclosure of your Personal Information as set out in the Privacy Collection Notice below.
- b. You agree to:
 - i. only collect, use and disclose Personal Information in connection with the SQALC, in compliance with the Privacy Act obligations in relation to Personal Information; and
 - ii. not commit any act, omission or engage in any practice which is prohibited by the Privacy Act, or to do any act or engage in any practice which if done or engaged in by SqA, would be a breach of an Australian Privacy Principle contained in the Privacy Act.

2.5. Communications to you

- a. You agree that SqA may send you communications to the contact details you supply to SqA via the SQALC, for the purpose of providing development and training and associated assistance.

2.6. Liability and warranties

- a. SqA allows you access and use of the SQALC and the Learning Content on an 'as is' basis and access and use is at your own risk. To the maximum extent permitted by law, SqA does not give any representation or warranty of any kind, whether express, implied, statutory or otherwise in respect to the availability, currency, completeness, quality or reliability of the SQALC, or that it will be fit for any particular purpose or will not infringe any third-party rights including intellectual property rights.
- b. To the extent permitted by law, you release SqA and the ASC from all liability, loss, damage, cost or expense (including indirect and consequential loss and damage) suffered by you, or any other person, however arising, due to the use of, or reliance on, the SQALC and the Learning Content, any inability to access the SQALC and the Learning Content, or any damage to your computer systems or loss of data.
- c. Without limiting the above, SqA does not warrant that the SQALC is or will be free from any errors or viruses or that your use of the SQALC will be otherwise uninterrupted.

2.7. Miscellaneous

- a. These Terms do not create any partnership, joint venture or agency relationship between you and SqA. Neither you nor SqA may enter into agreements or incur



any liabilities on behalf of the other party or represent to any person that it has authority to do so.

- b. If any of these Terms are for any reason invalid or unenforceable, it must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.
- c. These Terms are governed by the law in force in Queensland. The parties submit to the jurisdiction of the courts of the Queensland.

3. Privacy Collection Notice

3.1. General

- a. SqA is permitted to collect Personal Information to perform its objects as set out in its Constitution.
- b. SqA is bound by the provisions of the Privacy Act, including the APPs, which together govern how SqA collects, holds, uses and discloses Personal Information.
- c. If further information about this Privacy Collection Notice is required, please contact SqA CEO at info@squash.org.au.

3.2. Squash Australia Privacy Policy

- a. This Collection Notice should be read together with SqA Privacy Policy which contains additional information about the way SqA manages Personal Information, including:
 - i. how you can access and correct your Personal Information held by SqA; and
 - ii. how you can make a complaint if you think SqA has breached its privacy obligations.
- b. SqA Privacy Policy is available on SqA website at www.squash.org.au/w/about-us/privacy-policy or by request to SqA CEO at info@squash.org.au.

3.3. Collection of Personal Information through the SQALC

- a. SqA will collect Personal Information through the SQALC when you register or login to access and use the SQALC, and when you participate and submit information through the SQALC's online learning activities.
- b. If SqA does not collect your Personal Information within the SQALC, it is unable to offer use of the SQALC services to you.

3.4. Purpose of Collection

- a. SqA collects Personal Information through the SQALC for purposes which include to:
 - i. identify you, register you as a User and to manage your access to the SQALC;
 - ii. provide online learning services through the SQALC;
 - iii. administer the SQALC;
 - iv. communicate with Users; and
 - v. meet SqA's objects and powers or any requirement under law.

3.5. Use or disclosure of Personal Information including to third parties

- a. Personal Information about you may be used or disclosed in accordance with our Privacy Policy and for SqA's purposes set out above.
- b. SqA will also disclose Personal Information within the SQALC to:
 - i. contractors engaged by SqA in connection with the operation of the SQALC. Through the ASC, SqA has a tenant contract with Interact Learning Pty Ltd (trading as Kineo) to host the SQALC. Kineo is bound by the provisions of the Privacy Act, including the APPs. Kineo's Privacy Policy can be found here: <https://www.kineo.com/en-au/privacy-policy>; and



- ii. Sport Integrity Australia which is bound by the provisions of the Privacy Act, including the APPs and the Australian Government Agencies Privacy Code.

3.6. Overseas disclosure

- a. The SQALC is hosted in Australia. Personal Information held on the SQALC may however be used or disclosed overseas in limited circumstances for the purposes of providing learning services in accordance with the terms of SqA Privacy Policy and the Kineo Privacy Policy.

3.7. De-identified data

- a. Data may be generated from a User's Personal Information in the SQALC and de-identified to remove the identity of individuals.
- b. Such aggregated deidentified data is not Personal Information and consequently is not subject to the Privacy Act or SqA Privacy Policy.
- c. SqA may use and disclose to third parties such de-identified data for any purpose, including research and commercial purposes.

4. Definitions

In the Terms:

- a. **APPs** means the Australian Privacy Principles as set out in the Privacy Act.
- b. **ASC** means the Australian Sports Commission.
- c. **ASLC** means the Australian Sport Learning Centre, being the online learning system (its system, platform and storage and any successor system, platform or storage) operated by SqA.
- d. **Harmful Code** means any virus, disabling or malicious device or code, 'worm', 'trojan', 'time bomb' or other harmful or destructive code.
- e. **Learning Content** means any program, course, module or the like made available through the SQALC.
- f. **Personal Information** has the same meaning as defined in the Privacy Act.
- g. **Privacy Act** means the *Privacy Act 1988 (Cth)* as amended or replaced from time to time.
- h. **SQALC** means the Squash Australia Learning Centre, being the online learning system housed on the ASLC and operated by SqA.
- i. **User** means any user of the SQALC and, where the User is under the age of 18, includes the User's parent or guardian.

