

## Terms of Use

By using this Website, you agree with us to be bound by these Terms and Conditions, the privacy policy (<http://realcommunityservices.com.au/privacy-policy>) and any other terms and conditions that appear in or are linked to your relationship or agreement with us. If you do not agree to these Terms and Conditions, then you should discontinue use of this Website.

Where references in these Terms and Conditions is made to “we”, “us” or “our”, then that is a reference to Real Community Services (RCS) (ABN 74 117 218 416).

## Permitted Use

You agree to use the Website to facilitate communication with us, and agree; (a) not to use the Website in connection with commercial endeavors other than those endorsed or approved by us; (b) not to use the Website for an activity which could be deemed to be defamatory or abusive, in the furtherance of any threatening behaviour or for the purpose of distributing harmful material (including any material that is obscene, indecent, unlawful, defamatory, libelous or racist); (c) not to use the Website for the purpose of, or to obtain any other user’s data or information for the purpose of, sending unsolicited communications; (d) not to upload or post to the Website any audio, video, images, information, material or other content (Content) of any kind other than required by you in your discharge of duties as requested by us. You agree not to upload or post any Content containing nudity, or depicting or in any way dealing with any obscene, lewd, violent, harassing, sexually explicit or other objectionable subject matter; (e) not to upload or post to the Website any Content that would constitute, encourage the commission of, or provide instructions for, a criminal offence or any other unlawful activity; (f) not to upload or post to the Website any Content that would violate the rights (including intellectual property rights and rights of confidentiality and privacy) of any party, that creates liability for either us or you, or violates any local, state, national or international law; (g) not to upload or post to the Website any content that is offensive, defamatory or which in our judgement, is objectionable; (h) not to register for a user name and password or create an account to use this Website for anyone other than yourself; (i) not to impersonate any person or entity or falsely misrepresent yourself; (j) not to allow any other person other than yourself access to any content on the website; (k) to keep confidential your username and password and to comply with password complexity requirements; (l) You must also protect the security of your email account used to register(m) to submit anything that has a computer viruses or other harmful component; is fraudulent, misleading or deceptive (including impersonating another person or misrepresenting a connection with another person or entity).

## Use of Content

With respect to the Website, you acknowledge that you may not use, copy, download, modify, adapt, distribute, transmit, broadcast, communicate or exploit any content on the site other than to discharge your duties to us. You agree that we shall be entitled to deliver or provide access to any content, information or other materials uploaded or posted by you (User Content) and any related data, documentation or records provided by you to a duly authorised law enforcement agency or government representative.

You are responsible for all of your activity in connection with accessing the Website.

You acknowledge that Content may not be correctly displayed on the Website for a variety of reasons including but not limited too mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that, to the extent permitted by law, RCS is not liable to you or anyone else in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the receipt of information by, or the inclusion of Content in, or a failure to receive or include Content in, the Websites, for whatever reason.

If you access any personal information about other individuals through the Websites, you must keep that information confidential unless you have RCS’s expressly written consent.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on the Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

## Intellectual Property

The Intellectual Property must not be used or reproduced by you. No part of this website or Intellectual Property may be used or reproduced by you whatsoever without our prior written consent. All User Content uploaded, posted or submitted to the Website by you as User Content will as between you and us, remains our property, and we may use and communicate that User Content as we deem appropriate. You must not upload, post or submit to the Website any content that would infringe the intellectual property rights of any other person.

## Confidential Information

Any information that we collect from you, User Content, or personal information (as defined in the Privacy Policy) will held by us in the strictest of confidence and will only be used to discharge our commercial duties

## Disclaimer

Your use of this Website is exclusively at your own risk. This Website and Content contained herein, is made available for information purposes only. We do not give any assurances, warranties or representations of any kind, whether express, implied, statutory or otherwise, as to the accuracy, completeness or legitimacy of this Website’s content.

## Third Party Material

This Website may contain links to content or websites operated by third parties (Third Party Links). Unless otherwise indicated, these Third Party Links are provided for convenience only and are not controlled, endorsed by, sponsored or approved by us. Any use of Third Party Links is at your own risk and we will not be liable to you, or any third party, for your use of these Third Party Links.

Your use of mapping available on this Website is governed by the Microsoft Terms of Use and Microsoft Privacy Statement and the Google Terms of Use and Google Privacy Statement. Microsoft and Google reserve the right to change their Terms of Use and Privacy Statements at any time, at their sole discretion. Please click here for additional information:

<http://privacy.microsoft.com/en-us/default.aspx>;  
<http://www.microsoft.com/maps/assets/docs/terms.aspx>;  
<http://www.google.com/privacy/privacy-policy.html>;  
[http://www.google.com/enterprise/earthmaps/legal/us/maps\\_AUP.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html);  
[http://www.maps.google.com/help/legalnotices\\_maps.html](http://www.maps.google.com/help/legalnotices_maps.html);  
[http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html)

RCS does not sponsor or endorse the operators or content of any linked websites or functions provided for your convenience.

## Cookies

Cookies are blocks of data that we may issue to or request from your device during your use of this Website. We use cookies from time to time to enable this Website to work more efficiently, to provide us with information about your activities whilst on this Website, and to collection information about general Website statistics. Our use of cookies will not allow us to obtain personal information that will identify you. Such personal information will only be provided to us if you have set the preferences in your browser to provide this information automatically. You may delete and block all cookies used by this Website, however if you do so, parts of this Website may not work as designed.

## Liability

With respect to the Website, to the maximum extent permitted by law, we exclude all liability to you however arising (including negligence) under or in relation to the Website, the Content, the use of the Website, or these Terms and Conditions, including but not limited to loss of profits, loss or corruption of data, loss of reputation, loss of business, loss of business opportunities, loss of anticipated savings, loss of goodwill or for any type of special, direct, indirect, incidental or consequential loss or damage which may be suffered or incurred or which may arise directly or indirectly under or in relation to the Website or these Terms and Conditions.

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

## Indemnities

With respect to the Website, you agree to indemnify and keep us indemnified against all claims, costs, damages, expenses and liabilities incurred or suffered by us as a result of: (a) our possession, processing, use, storage, retrieval or communication of the User Content uploaded or posted by you or any related data, documentation or records supplied by you; (b) any breach by you of these Terms and Conditions; or (c) to the extent permitted by law, your use of the Website.

## Privacy

You acknowledge that all personal information that we collect from you will be collected and handled in accordance with our Privacy Policy [<http://realcommunityservices.com.au/privacy-policy/>]

If your booking or account shows signs of fraud, abuse or suspicious activity, RCS may cancel supports associated with your name, email address or account, and close any associated accounts. In addition, RCS reserves the right to take any necessary legal action and you may be liable for monetary losses to RCS, including litigation costs and damages.

## Submission Guidelines:

Any documents, photos or text you submit must be relevant to the support you have provided and be in line with RCS report writing guidelines.

Do not submit photographs that invade the privacy or violate any personal right of any person or entity.

Do not submit photographs about any person without their written consent (or guardian) and RCS's

Do not submit photographs or documents that contain viruses or other harmful code that is either intended or may result in damage to the computers and systems of RCS and/or those using it.

## Amendments

These Terms and Conditions, the Privacy Policy and any other terms and conditions linked to this Website are subject to change without notice to you at any time and at RCS's sole discretion. Your continued use of this Website will be subject to the most current version of the Terms and Conditions, the Privacy Policy and any other terms and conditions linked to this Website.

## Frequently Asked Questions: Logging on

I can't remember my username or password> You must contact Real Community Services by telephone for your username and password to be resent to you

I can't withdraw from a support shift> You are unable to withdraw from the shift because of time protection rules written into the website such as it is too close to the start of the shift. You must contact Real Community Services by telephone for your withdrawal to be acknowledged

I can't accept the shift I rejected previously> You must contact Real Community Services by telephone for your acceptance of the shift to be acknowledged

## General

This Website is designed to facilitate communication with RCS staff and clients.

This Website may contain Content on issues relating to support needs, for information purposes only. Any information on the website is governed by the terms of your agreement with us

As electronic services are subject to interruption or breakdown, access to the Website is offered on an "as is" and "as available" basis. RCS may withdraw the Website at any time and without notice to you. We can suspend or terminate the operation of this Website at any time and for any period at our absolute and sole discretion.

## Copyright

Copyright in the Content on this Website is owned or licensed by RCS, unless indicated otherwise. Except where necessary for viewing the Content on the Websites or your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Content on this Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the prior written consent of RCS or our licensor(s) (as appropriate).

Real Community Services ABN 74 117 218 416

Last updated 28 September 2016