

Mappa Website Information Contributor Terms and Conditions

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Approval: Chief Executive Officer

Name: Des Martin

Signature:



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

PLEASE ENSURE THAT YOU READ THESE MAPPA WEBSITE INFORMATION CONTRIBUTOR TERMS AND CONDITIONS (“**CONTRIBUTOR TERMS**”) CAREFULLY AS THEY CONTROL THE WAY YOU CAN, AND CANNOT, USE THE MAPPA WEBSITE. THESE CONTRIBUTOR TERMS ALSO DESCRIBE THE PROMISES YOU MAKE TO US ABOUT YOUR USE OF THE MAPPA WEBSITE.

1 Definitions

- 1.1 Certain terminology in these Contributor 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 Contributor Terms.
- 1.2 The following definitions apply to these Contributor Terms:

Administrator means the Contributor Personnel responsible for overall management of the Contributor Information and with the highest User Permissions in relation to the Mappa Portal.

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Author means the Author User Permission level.

Confidential Information means information that:

- (a) is by its nature confidential;
- (b) is designed by us or you as confidential; or
- (c) we or you know or ought to know is confidential,

and includes without limitation all information about us or you, or our or your business, finances, activities, research, property, Intellectual Property, policies and operations which is made available or which becomes known while these Contributor Terms are in force and effect, but excluding than Contributor Information or other Content to be made publicly available via the Mappa Website.

Consumer Data Standards means the relevant consumer data standard identified under the

Web Content Accessibility Guidelines, provided by the World Wide Web Consortium (W3C).

Content means all forms and formats of content, data, information, resources, processes, and material contained, incorporated, connected to or made available in relation to the Mappa Website, including without limitation:

- (a) text, forms, contact details, all service information, documents, reports, analytics, 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; and
- (i) other products or services.

Contributor means a contributor of Contributor Information to the Mappa Website, and includes without limitation Health Service Providers, Third Party Contributors or such other contributors as approved by us.

Contributor Information means the Content to be contributed by the Contributor to the Mappa Portal and the Mappa Website from time to time and in accordance with any Information Authorisation Agreement and Information Maintenance Schedule, where relevant, whether for public display or organisational use only, as approved by us.

Contributor Personnel means those Contributor officers, employees, agents or contractors authorised by the Contributor to manage the Contributor Information in accordance with the User Permissions.

Executive means the Executive User Permission level.

Fee Notice has the meaning given in an accompanying Information Authorisation Agreement.

Funders means Government agencies, corporations and individuals who provide financial investment to develop and maintain the Mappa Website, including in the form of subscriptions.

Health information has the meaning given in the *Privacy Act 1988* (Cth).

Health Service Provider(s) means collectively for the purpose of these Contributor 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.

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.

Information Authorisation Agreement means the agreement between us and a particular Contributor as identified by us, authorising the provision of the Contributor Information for use in connection with the Mappa Website.

Information Maintenance Schedule means, either:

- (a) Historically where relevant to a particular Contributor as identified by AHCWA, the schedule incorporated in these Contributor Terms outlining the maintenance requirements of the Contributor Information, including among other things, frequency of updates, appropriate formats, sharing of Contributor Information and which Contributor Personnel will maintain, to be agreed by the Contributor and us from time to time; or
- (b) Currently, the Schedules incorporated into a relevant Contributor's Information Authorisation Agreement.

Intellectual Property (IP) 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.

Law means the common law, principles of equity, and laws made by parliaments, including State, Territory and Commonwealth laws, regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of the any of them.

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.

Manager means the Manager User Permission.

Mappa Portal means the login access portal available to Contributors on the Mappa Website in order that Contributors may contribute, access, update or otherwise use the Contributor Information, and incorporates the Mappa content management system.

Mappa Privacy Policy means Mappa's privacy policy in relation to access and use of the Mappa Website, available on the Mappa Website.

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

Mediation Rules means the mediation rules released by the Resolution Institute, as amended from time to time.

Moderator means the Moderator User Permission level.

Moral Rights means those rights specified in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right of integrity and the right against false attribution.

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.

Resolution Institute means the membership body incorporating the Institute of Arbitrators and

Mediators (IAMA) and LEADR

Sensitive information has the meaning given in the *Privacy Act 1988* (Cth).

Third Party Contributor means an external contributor of Contributor Information to the Mappa Website, as approved by us, that may or may not be a Health Service Provider.

Third Party Material means Content, data, information, applications, services, websites and materials from, incorporating, linked or connected to third parties (included our related service providers, partners, Funders and affiliates).

User Permissions means the different levels of user permissions for Contributor Personnel managing Contributor Information, being Administrator, Executive, Manager, Moderator and Author, as outlined on the Mappa Website and as amended from time to time.

You means the relevant Contributor, or Contributor Personnel with User Permissions to access the Mappa Portal or otherwise contribute Contributor Information to the Mappa Portal and the Mappa Website.

2 Mappa Website

- 2.1 The Mappa Website is owned and operated by Aboriginal Health Council of Western Australia ABN 48 114 220 478 (**AHCWA, we, our or us**).
- 2.2 The Mappa Website is a web-based mapping platform that works to place information about Australian health services and Health Service Providers on the map, all in one place. Note that the web-based mapping platform is currently functional in Western Australian, with the intent to slowly roll it out Australia wide.
- 2.3 The Mappa Website collects and displays Content that is publicly available health service information or similar, to assist Aboriginal and Torres Strait Islander people, health industry and health professionals, and people who live, work and travel remotely, to access health services.
- 2.4 The Mappa Website can be accessed via an internet browser from desktop, laptop, tablet/iPad and mobile device, and is built to maximise scalability on all devices. An internet connection is required to access the Mappa Website.
- 2.5 The Mappa Website complies with Consumer Data Standards and aims to meet Level A and Level AA.

3 Acceptance of these Contributor Terms

- 3.1 These Contributor Terms, which incorporate the Mappa Privacy Policy, the Mappa Website Terms & Conditions – Front End User and any other policies, procedures, guidelines or codes referred to herein, and any other terms of service 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.
- 3.2 We will handle any personal information we collect in accordance with the Mappa Privacy Policy. We do not publish patient specific health information on the Mappa Website.
- 3.3 By accessing the Mappa Portal, contributing or managing Contributor Information, otherwise accessing or using the Mappa Website, or authorising use of the same, as the Contributor or Contributor Personnel, you indicate your acceptance to be bound by these Contributor Terms and agree that you have had sufficient opportunity to read and understand them.
- 3.4 You agree not to do or attempt to do any act that we would deem to be inappropriate when

signing into, accessing or using the Mappa Portal or the Mappa Website.

- 3.5 Access and/or use of the Mappa Portal or the Mappa Website is entirely at your own risk. You must only use the Mappa Portal and the Mappa Website in accordance with these Contributor Terms and any applicable Law. You should immediately cease accessing and/or using the Mappa Portal and the Mappa Website if you do not agree, or do not have the authority to agree, to these Contributor Terms.
- 3.6 These Contributor Terms also govern updates, upgrades and new and amended versions of the Mappa Portal and the Mappa Website, unless such versions are accompanied by new Contributor Terms for use, which will govern those versions.

4 Contributor Information

- 4.1 The Mappa Website primarily incorporates Contributor Information, in particular from Health Service Providers and Third Party Contributors identified as providing necessary services or complementary information concerning the health sector.
- 4.2 Contributors with one service location may add Contributor Information directly to the Mappa Website via the Mappa Portal after setting up a Contributor account in accordance with clause 7 below.
- 4.3 Contributors that are peak bodies or have multiple service locations must first provide their written consent for the Contributor Information to be made available on the Mappa Website in the form of an Information Authorisation Agreement or similar agreement signed by the Contributor Chief Executive Officer or authorised personnel. Without a signed Information Authorisation Agreement, Contributor Information from such Contributors will not be displayed on the Mappa Website and Contributor Personnel may not access the Mappa Portal or otherwise submit Contributor Information.
- 4.4 The Mappa Website is currently free for Contributors and users alike, however, at AHCWA's absolute discretion, AHCWA may charge fees for this service in future upon notice to Contributors. In the event that AHCWA notify Contributors regarding this change, a process will be notified to Contributors for the transition to charging a fee, and if you do not wish to move to a fee model, you may request removal of the Contributor Information from the Mappa Website and the Mappa Portal.
- 4.5 Where available, Contributors may wish to access additional services including customised solutions, analytics and reporting, add-ons, payment plans or subscriptions where fees may apply. Contact the Mappa Manager on mappa@ahcwa.org to discuss the options available.
- 4.6 Contributor Information may detail information about a Contributor including (but not limited to):
 - (a) Location and address;
 - (b) Contact details;
 - (c) Opening hours;
 - (d) Health services;
 - (e) Facilities;
 - (f) Resources;
 - (g) Programs;

- (h) Telehealth;
- (i) Specialists details and when they are visiting the service; and
- (j) Any other relevant details to that health area.

- 4.7 Contributor Information may vary from Contributor to Contributor.
- 4.8 At the request of the Contributor, we may collect additional information from the Contributor for provision of an additional service(s) outlined in clause 4.5.
- 4.9 The Contributor must allocate User Permissions to appropriate Contributor Personnel (and at the very least, must allocate Contributor Personnel to act as the Administrator) to access the Mappa Portal and otherwise submit, manage and update the Contributor Information on behalf of the Contributor.
- 4.10 The Contributor Personnel will act with the authority and on behalf of the Contributor in relation to contribution of the Contributor Information and access and use of the Mappa Portal and the Mappa Website.
- 4.11 The Contributor will at all times remain liable for the behaviour of the Contributor Personnel in relation to the Mappa Portal and the Mappa Website.

5 Submitting Contributor Information

- 5.1 The Contributor authorises the Contributor Personnel to submit the Contributor Information to us for use on or in relation to the Mappa Website. The Contributor must notify us who are the Contributor Personnel authorised to manage Contributor Information on the Mappa Portal and the Mappa Website in accordance with clause 4.9.
- 5.2 The Contributor and Contributor Personnel are responsible for ensuring the Contributor Information is up-to-date and will be required to register an account with us pursuant to clause 7.
- 5.3 The Contributor Information can be submitted by the Contributor Personnel:
 - (a) via login through the Mappa Portal;
 - (b) via email to the Mappa project team directly, emailing either mappa@ahcwa.org or mappadata@ahcwa.org;
 - (c) via AHCWA's File Transfer Portal (FTP) accessed with a login;
 - (d) via an Application Programming Interface (API) built by AHCWA; or
 - (e) such other method as agreed to by us with you from time to time.
- 5.4 Contributor Personnel requesting access to our FTP or establishment and use of an API built by us must seek written permission from the Mappa Manager. Fees may apply for building of new API's by us.
- 5.5 The Contributor and Contributor Personnel are responsible for updating the Contributor Information on at least a quarterly basis (**default setting**), unless the default settings on the Mappa Portal are changed with Administrator consent or as otherwise stipulated in an Information Maintenance Schedule.
- 5.6 In circumstances where the Contributor has entered into an Information Authorisation Agreement with us, the Contributor Personnel must work with us to develop an Information Maintenance Schedule in relation to the Contributor Information as soon as practicable. The Contributor must, and will ensure the Contributor Personnel, comply with any Information

Maintenance Schedule agreed to with us in relation to the Contributor Information.

- 5.7 In submitting, managing or maintaining the Contributor Information, the Contributor agrees, and will ensure the Contributor Personnel agree, to comply with all reasonable directions of us and the AHCWA team in relation to access and use of the Mappa Portal and the Mappa Website to ensure ongoing accessibility and usability of the Contributor Information.

6 Displaying Contributor Information

- 6.1 It is the Contributor's responsibility to ensure Contributor Information is accurate. AHCWA will not verify the Contributor or Contributor Information provided on the Mappa Portal or the Mappa Website except in the first instance when a Contributor is required to sign an Information Authorisation Agreement under clause 4.3.
- 6.2 At our sole and absolute discretion (subject to the introduction of a fee model under clause 4.4), we may determine not to display or to remove

Contributor Information from the Mappa Website or the Mappa Portal without notice, if we consider the Contributor Information is contrary to these Contributor Terms.

- 6.3 The Contributor and Contributor Personnel acknowledge and agree that Contributor Information:
- (a) will be accessible to the Contributor and Contributor Personnel through the Mappa Portal and in accordance with any User Permissions;
 - (b) will be held, managed and shared in accordance with settings chosen by the Contributor Personnel holding the appropriate User Permissions;
 - (c) that is deemed to be public facing (for the public to view) will be displayed on the Mappa Website, being online and in the public domain;
 - (d) will, subject to clause 6.1, be live once the Contributor Personnel clicks the 'Submit' or similar button on the Mappa Portal unless alternate approval settings have been chosen within the Mappa Portal by the Contributor or Administrator or otherwise notified to use by the Contributor or Administrator;
 - (e) must be publicly available health service information or similar;
 - (f) must not be Confidential Information, sensitive information or health information as defined in clause 1.2; and
 - (g) must comply with the other obligations set out in these Contributor Terms.

- 6.4 We will provide the nominated Contributor Personnel with regular reminders to verify or edit the Contributor Information published on the Mappa Website to assist you ensure accuracy of the information. Where we do not receive a response from the nominated Contributor Personnel within a reasonable time, we will escalate the reminders to those Contributor Personnel with higher User Permissions. If the Contributor Information is not updated after repeated reminders, we reserve the right to remove the Contributor Information at any time in our absolute discretion.

- 6.5 The Contributor and Contributor Personnel must report to us any errors you identify with or in relation to the Content, functionality, accessibility or display on the Mappa Website as soon as practicable.

- 6.6 The Contributor and Contributor Personnel authorise us to share and display the Contributor Information on or in relation to the Mappa Website until such time as these

Contributor Terms are terminated.

7 The Mappa Portal User Account

- 7.1 Each Contributor under clause 4.2 and all Contributor Personnel, must register a user account via the Mappa Portal to be able to login and access the Mappa content management system (**Mappa CMS**) and manage the Contributor Information.
- 7.2 For a Contributor that signs an Information Authorisation Agreement under clause 4.3, the Mappa Team will set up an account for the Contributor on the Mappa Portal, allowing the Contributor to, among other things, access all sites loaded under the name of the organisation.
- 7.3 When you register and activate a user account via the Mappa Portal, you will provide us with personal information including your name, company name, position, address, postal address, telephonenumber(s) and email address. You must ensure that this information is accurate, up-to-date and current. We will handle all personal information we collect in accordance with the Mappa Privacy Policy.
- 7.4 You will also be prompted to create a password. You must keep your password secure and must not allow any other person to access the Mappa Portal or the Mappa Website using your login and password.
- 7.5 To create a user account, you must:
 - (a) be over 18 years of age;
 - (b) possess the legal right and ability to enter into a legally binding agreement with us;
 - (c) be authorised by the Contributor to act on its behalf as Contributor Personnel in accordance with the relevant User Permission allocated to you by the Contributor or Administrator;
 - (d) agree to only access and use the Mappa Portal, the Mappa Website and any existing Content on the Mappa Website in accordance with these Contributor Terms;
 - (e) warrant that you will only contribute Contributor Information that complies with these Contributor Terms and in accordance with any Information Authorisation Agreement and Information Maintenance Schedule.
- 7.6 You are responsible for keeping your user account secure and are responsible for all use and activity carried out under that account. If you suspect or become aware of any unauthorised use of your account, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).
- 7.7 For Contributors that sign an Information Authorisation Agreement and Information Maintenance Schedule, we will provide training to the relevant Administrator appointed by the Contributor, or such other Contributor Personnel nominated by the Contributor, for accessing and using the Mappa CMS. The Administrator is obligated to provide similar training to each Contributor Personnel accessing or using the Mappa Portal or Mappa Website on behalf of the Contributor. Contact the Mappa Team for assistance.

8 Contributor obligations

- 8.1 The Contributor and Contributor Personnel are responsible for and agree to:
 - (a) comply with these Contributor Terms and any Information Authorisation Agreement;
 - (b) comply with the allocated User Permissions assigned to you;

- (c) ensure the assignment of relevant User Permissions, including at the very least, allocation of Contributor Personnel to act as Administrator;
- (d) perform and observe their obligations in a professional, competent and timely manner with due care, skill and diligence;
- (e) provide and manage (including update) the Contributor Information in a timely manner and in accordance with clauses 5.1 and 5.5 and any Information Maintenance Schedule;
- (f) ensure the Contributor Information is up-to-date, accurate and correct;
- (g) ensure the Contributor Information does not contain Confidential Information, and specifically does not contain sensitive information or patient health information nor identify patients, individuals or families;
- (h) promptly notify us of any occurrence which may adversely affect your ability to perform your obligations under this Agreement;
- (i) comply with all Laws in providing and managing (including updating) the Contributor Information;
- (j) co-operate fully with us and act upon all reasonable directions in the provision of the Contributor Information; and
- (k) comply with such other obligations notified to you by us from time to time.

8.2 The Contributor and Contributor Personnel must not supply, upload, publish or otherwise make available any Contributor Information that:

- (a) is false, misleading or fraudulent;
- (b) is unlawful or promotes illegal behaviour;
- (c) is harmful, threatening, abusive, culturally inappropriate or harassing;
- (d) incites violence or is graphical of violence;
- (e) is pornographic or exploits people in a sexual manner;
- (f) is defamatory;
- (g) relates to gambling or alcohol;
- (h) promotes racism, bigotry, hatred, physical harm or any other discriminatory behaviour;
- (i) consists of any Malicious Computer Program or otherwise interferes with any part of the Mappa Portal or the Mappa Website;
- (j) impersonates any person or organisation or falsely misrepresent your affiliation with a person or organisation;
- (k) infringes or violates another's rights (including 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, including sensitive or health information, or sensitive financial information;
- (o) is posted to disrupt the operation of the Mappa Portal or the Mappa Website or its related products and services or those of our partners, Funders or affiliates, or any Contributor; and

- (p) advertises any organisation or their goods or services other than the Contributor or us.

9 Unacceptable activity

- 9.1 In addition to these Contributor Terms, the Contributor and Contributor Personnel must comply with the Mappa Website Terms and Conditions – Front End User when interacting generally with the Mappa Website and other Content.
- 9.2 The Contributor and Contributor Personnel must not do or attempt to do in relation to the Mappa Portal, the Mappa Website or any Content any act that AHCWA would deem to be inappropriate, culturally insensitive, is unlawful or is prohibited by any Law, including without limitation:
- (a) accessing or using, or allowing any other person, group or organisation to access or use the Mappa Portal, the Mappa Website or Content which you are not permitted to access or use;
 - (b) accessing or using the Mappa Portal, the Mappa Website or Content outside the scope of any permission or licence granted to you by these Contributor Terms;
 - (c) infringing any other third-party rights (including Intellectual Property Rights);
 - (d) providing false or misleading information to us, or our personnel, agents, contractors, suppliers or related service providers or other Contributors or Contributor Personnel;
 - (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, sensitive or health information without an individual's consent) or any other of the legal rights of individuals;
 - (g) using the Mappa Portal or the Mappa Website to defame us, our personnel, agents, contractors, suppliers, related service providers, partners, Funders, other Contributors or Contributor Personnel, or other individuals;
 - (h) inhibiting or interfering with other users' enjoyment, access and use of the Mappa Website or Content;
 - (i) linking to the Mappa Website in a way that damages or takes advantage of our reputation of our partners, Funders or affiliates, or that of another Contributor or Contributor Personnel, 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 Portal or the Mappa Website that consist of Malicious Computer Program or otherwise interfering with any part of the Mappa Portal or the Mappa Website;
 - (l) interfering with or circumventing any security-related or other features of the Mappa Portal or 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 Portal, the Mappa Website or in relation to the Content;

- (n) posting or transmitting non-authorised material to the Mappa Portal or 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.

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

10 License of Contributor Information

- 10.1 Ownership of the Contributor Information remains with the Contributor and nothing in these Contributor Terms assigns or transfers any rights in the Contributor Information to us.
- 10.2 The Contributor grants us a non-exclusive, royalty-free, worldwide license to:
- (a) incorporate the Contributor Information and any other Content of the Contributor (including branding and trademarks of the Contributor) on, or otherwise use in relation to, the Mappa Portal and the Mappa Website;
 - (b) access, hold, store and archive the Contributor Information on the Mappa Portal and/or Mappa Website, and as contemplated in the Mappa Website Terms and Conditions – Front End User;
 - (c) access and use the public facing Contributor Information (including the branding and trademarks of the Contributor) for our and the Mappa Website promotional, advertising and funding purposes;
 - (d) otherwise edit and adapt the Contributor Information to give effect to 10.2(a), 10.2(b) and 10.2(c).
- 10.3 For clarity, the license granted to us in clause 10.2 extends to the right to sublicense use of the Contributor Information on the same terms to other service providers for the purposes of hosting, managing and delivering the Mappa Portal and the Mappa Website.
- 10.4 The Contributor agrees to ensure that in complying with these Contributor Terms, the Contributor and the Contributor Personnel do not infringe any person's Intellectual Property rights or Moral Rights or authorise the infringement of any such rights.
- 10.5 Without limiting clause 10.4, the Contributor warrants that:
- (a) our use of the Contributor Information or any other Content supplied by the Contributor or Contributor Personnel will not infringe the Intellectual Property rights or Moral Rights of any person; and
 - (b) the Contributor will ensure that it holds all necessary rights and consents (including Moral Rights consent) to exercise our rights under this clause 10.

11 Intellectual Property rights in the Mappa Website and Content

- 11.1 Unless otherwise indicated, we own or licence from third parties (including from our related

service providers and Contributors) all right, title and interest (including Intellectual Property rights) in the Mappa Website and the Content.

- 11.2 Your access and use of the Mappa Portal, the Mappa Website and any Content does not grant or transfer any right, title or interest to you in relation to the Mappa Portal, the Mappa Website or the Content.
- 11.3 We grant you the non-exclusive, limited, terminable, personal, non-transferable right to access and use the Mappa Portal, the Mappa Website and the Content in accordance with these Contributor Terms and, where applicable, as expressly authorised by us, or if applicable, other Contributors and our third-party licensors. All rights not expressly granted to you under these Contributor Terms are reserved. You are not entitled to sublicense this grant of rights to anyone else without our express written consent.
- 11.4 Except as permitted in clause 11.3, 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 Portal, the Mappa Website or any part of it, nor seek to derive its source code;
 - (b) the Content or any part of it, or
 - (c) any Contributor Information for which you do not have User Permissions,
- except where you are expressly permitted in writing to do so by us, and if applicable, other Contributors or our third-party licensors.
- 11.5 For clarity, the Contributor and Contributor Personnel 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 available on the Mappa Portal or the Mappa Website or otherwise without our express written permission.

12 Indigenous Cultural and Intellectual Property (ICIP)

- 12.1 The Mappa Portal, the Mappa Website and Content may incorporate ICIP (cultural information) which belongs to the Aboriginal or Torres Strait Islander traditional owners of that ICIP. The Contributor and Contributor Personnel agree that ownership of any such ICIP will remain at all times with the traditional owners of that ICIP.
- 12.2 In any access or use of the Mappa Portal, the Mappa Website or Content incorporating ICIP, the Contributor and Contributor Personnel agree to:
- (a) respect the ICIP rights of the traditional owners of that ICIP, and comply with any relevant cultural protocols of AHCWA;
 - (b) ensure that traditional owners continue to be acknowledged as owners of any ICIP incorporated in the Mappa Website or Content, unless notified otherwise; and
 - (c) not use the ICIP for any purpose without the prior written consent of the traditional owners of that ICIP.

13 Confidentiality and Privacy

- 13.1 Whether us or you, the recipient of Confidential Information will not disclose or authorise the disclosure of the Confidential Information except:
- (a) for the purposes of performing the recipient's obligations or exercising the recipient's rights under these Contributor Terms;
 - (b) on a need-to-know basis to such personnel of the recipient requiring access to the

Confidential Information for the purposes of performing the recipient's obligations or exercising the recipient's rights under these Contributor Terms;

- (c) with the prior written consent of the discloser;
- (d) to the extent the Confidential Information is lawfully in the possession or the recipient through sources other than the discloser;
- (e) to the extent the Confidential Information is now or later in the public domain available other than as a result of a breach of confidentiality;
- (f) for the purpose of seeking advice from the recipients legal and other professional advisers; and
- (g) as required by Law or any government agency, legal proceedings or for reasons of public accountability, including disclosure to parliament, a parliamentary committee or a State, Territory or Commonwealth minister.

13.2 Whether us or you, the recipient of Confidential Information must take reasonable steps to safeguard the Confidential Information, including cooperating with the discloser in any action which it may take to protect the confidentiality of its Confidential Information.

13.3 For clarity, Contributor Information that is not made publicly available on the Mappa Website but is on the Mappa Portal is to be treated as Confidential Information of the particular Contributor.

13.4 You agree:

- (a) to only use personal information held or controlled by you in accordance with this Agreement for the purposes of fulfilling your obligations under this Agreement;

to take all reasonable measures to ensure that personal information in your possession or control in connection with these Contributor Terms is protected against loss and unauthorised access, use, modification or disclosure; and
- (b) not to use, disclose or authorise the disclosure of the Confidential Information (including Contributor Information) of any other Contributor without that Contributor's prior written consent.

14 Collection Notice

14.1 We collect personal information about you:

- (a) to process user account registration,
- (b) to provide you with access to and use of the Mappa Portal and the Mappa Website,
- (c) to respond to your enquiries and feedback,
- (d) to provide you with details of updates, promotional material and other information relevant to the Mappa Website and our or our partners, Funders, affiliates' or other Contributor's products or services,
- (e) when you access the Mappa Portal, upload, manage or share Contributor Information or post material to the Mappa Website,
- (f) to verify the accuracy of Contributor Information you provide; and
- (g) for purposes otherwise set out in the Mappa Privacy Policy.

14.2 We may disclose that information to third parties that help us deliver the Mappa Portal and the Mappa Website and our services (including information technology suppliers and our contractors, related service providers, partners and Funders) or as required by law.

14.3 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.

- 14.4 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 Contributor Terms. If you do not provide this information, you will not be able to access the Mappa Portal and we may not otherwise be able to provide all of our products and services to you.
- 14.5 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 Portal, 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 products and services to you.
- 14.6 For more information, see the Mappa Privacy Policy and our Cookies Policy, available on the Mappa Website, or contact us directly.

15 Accuracy, completeness and timeliness of Mappa Website

- 15.1 The Mappa Portal, 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 other Contributors and our partners and affiliates, as to what Content is made available about their particular products and services on the Mappa Website.
- 15.2 We do not verify Content or Contributor Information made available by you, other Contributors, our partners or affiliates on the Mappa Portal and the Mappa Website. It is your responsibility and that of the other Contributors and our partners and affiliates to ensure the accuracy and completeness of the Content and the Contributor Information.
- 15.3 While we make all reasonable endeavours to remind you, other Contributors and our partners and affiliates to regularly ensure the accuracy and completeness of the Content and Contributor Information, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the Mappa Portal, the Mappa Website, the Content or the Contributor Information, and disclaim all responsibility, that:
- (a) the Mappa Portal, the Mappa Website, the Content or the Contributor Information will be complete, accurate or up-to-date;
 - (b) the Mappa Portal, the Mappa Website, the Content or the Contributor Information is of a merchantable quality or fit for a particular purpose;
 - (c) access to the Mappa Portal, the Mappa Website, the Content or the Contributor Information will be uninterrupted or error-free or free from Malicious Computer Program; or
 - (d) the Mappa Portal, the Mappa Website, the Content or the Contributor Information will be secure, despite security measures we have in place.
- 15.4 We are not liable to you or anyone else if errors, interference or damage to the Contributor Information or your computer systems occurs in connection with your access and use of the Mappa Portal, the Mappa Website, the Content, the Contributor Information or a linked site or material. You must take your own precautions to ensure that whatever you provide to the Mappa Portal or Mappa website (including Contributor Information), or that you select, access or use on or from the Mappa Portal or the Mappa Website is free of Malicious Computer Program.
- 15.5 You acknowledge and agree that:

- (a) you retain complete control over the Contributor Information and your associated Content, and may edit, alter, amend, modify or add to the Contributor Information or associated Content at any time without notice in your sole discretion;
- (b) we retain complete control over the Mappa Portal, the Mappa Website and our Content, and may alter, amend or cease the operation of the Mappa Portal, the Mappa Website or our Content, or remove, edit, modify or add to the Mappa Portal, the Mappa Website or our Content, at any time without notice in our sole discretion (subject to the introduction of a fee model under clause 4.4);
- (c) the other Contributors, our partners and affiliates 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; and
- (d) the Mappa Portal and the Mappa Website may not operate on a continuous basis and may be unavailable from time to time (including for maintenance or upgrade purposes).

15.6 You should monitor any changes to the Mappa Portal, the Mappa Website or the Content. Please check these Contributor Terms periodically for changes, accessible via the Mappa Website site at <https://mappa.org.au/>.

16 Third Party Material

- 16.1 The Mappa Portal and the Mappa Website may contain, incorporate, link, connect to or otherwise make available Third Party Material. Third Party Material is provided for convenience and may not remain current or be maintained.
- 16.2 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.
- 16.3 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.

17 Limitation of Liability

- 17.1 To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we (including us, our third-party suppliers, service providers, partners, Funders, affiliates or any officer, director, 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 Portal, the Mappa Website, the Content or the Contributor Information;
 - (b) the unavailability, inaccessibility or interruption of usage of the Mappa Portal, the Mappa Website, the Content or the Contributor Information;
 - (c) the Mappa Portal, the Mappa Website, the Content or the Contributor Information being incorrect, incomplete or out-of-date;
 - (d) the Mappa Portal, the Mappa Website, Content or the Contributor Information being provided to you free-of-charge, for a fee or pursuant to a subscription;
 - (e) any delay or failure in performance of the Mappa Portal, the Mappa Website, the Content

or the Contributor Information beyond our reasonable control;

- (f) loss of Contributor Information or associated Content or other information or data; or
- (g) Contributor Information, Content or products or services not being sufficient for your purposes or not meeting your individual requirements.

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

17.3 Notwithstanding anything else in these Contributor 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 Contributor Terms by the Australian Consumer Law (or otherwise) is limited, at our discretion, to either supplying, replacing or repairing the Mappa Portal, the Mappa Website or supplying again the products or services, in respect of the breach.

17.4 Nothing contained in these Contributor 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.

18 Warranty and Indemnity

18.1 You warrant that:

- (a) you have the right and authority to enter into and perform your obligations under these Contributor Terms;
- (b) you are the owner of the Contributor Information and associated Content, or where you are not the owner, have been granted the authority by the owner to exercise and grant the rights to us under these Contributor Terms; and
- (c) the Contributor Information and associated Content is not prohibited content as outlined in these Contributor Terms and does not infringe the rights (including Intellectual Property rights or ICIP) of any other person.

18.2 You agree to indemnify and will keep indemnified us, our related service providers, partners, Funders and affiliates, licensees and assigns, and any officer, director, employee, contractor, agent, body corporate of the same, from and against any and all claims, liabilities, expenses, loss or damage (including legal fees on a full indemnity basis) however arising out of or in connection with:

- (a) your use of the Mappa Portal, the Mappa Website, the Content or the Contributor Information;
- (b) your breach of these Contributor Terms;
- (c) your breach of any Law or the rights of a third party in connection with your access or use of the Mappa Portal, the Mappa Website, the Content or the Contributor Information; and
- (d) our use of the Contributor Information or associated Content in accordance with or as contemplated by these Contributor Terms.

18.3 Your liability under this clause 18 will be reduced proportionally to the extent that the liability is caused or contributed by an unlawful, negligent or deliberately wrongful act or omission of ours or our personnel.

18.4 We are not under any obligation to continue to manage, host or maintain the Mappa Website, and may cease all activity related to the Mappa Project and Mappa Website at any time without notification to the Contributor, unless the Contributor has agreed to a “Fee Notice” as defined under the relevant Information Authorisation Agreement.

19 Termination and suspension

19.1 Except to the extent that any obligations in these Contributor Terms continue after termination, these Contributor Terms automatically terminate if:

- (a) we cease to operate the Mappa Website;
- (b) you cease to supply, update, manage or share the Contributor Information;
- (c) we determine that you have accessed or used the Mappa Website or Content in a manner contrary to these Contributor Terms or any applicable law; and
- (d) you request removal of the Contributor Information from the Mappa Website and the Mappa Portal.

19.2 We reserve the right to rescind, suspend or terminate your access and use of the Mappa Portal, the Mappa Website or the Content at any time by providing you with notice if we have a right to terminate these Contributor Terms under clause 19.1.

19.3 We will not be responsible for any loss, cost, damage or liability that may arise as a result of any termination or suspension by us under clauses 19.1 or 19.2.

19.4 Upon termination of these Contributor Terms, you must immediately cease accessing and using the Mappa Portal, the Mappa Website and the Content.

19.5 Termination of these Contributor Terms does not prejudice our accrued rights or remedies in respect of any breach by you.

20 Direct Marketing

20.1 We, our other Contributors or our partners, Funders or affiliates may send you direct marketing communication and information about the Mappa Portal, the Mappa Website, or our or their products or services. This may take the form of emails, SMS, mail or other forms of communication, in accordance with the *Privacy Act 1988 (Cth)* and the *Spam Act 2003 (Cth)*.

20.2 You may elect not to receive marketing materials from us by contacting us or using the opt out facilities provided (i.e. an unsubscribe link).

21 Dispute resolution

21.1 **Dispute Notice:** If you or us (a party/the parties) wish to raise a dispute under these Terms, a written notice must be provided to the other party setting out a full description of the nature of, and factual background to, the dispute (“**Dispute Notice**”).

21.2 **Negotiation:** Within 10 days of the date of the Dispute Notice, each party must make a representative available who has authority to resolve the dispute, to meet with the other party to discuss and attempt to resolve the dispute by negotiation.

21.3 **Mediation:** If a dispute cannot be resolved by negotiation in accordance with clause 21.2 within 20 days of the date of the Dispute Notice, then the parties agree to resolve the dispute by mediation. In this event:

- (a) the mediator will be mutually agreed, or if the parties cannot agree within 5 days of either party nominating a mediator, they will be appointed by the President of the Law Society of

Western Australia;

- (b) the parties will pay equal shares of the mediator's fees;
- (c) the mediation will take place in Perth, Western Australia and will be conducted in accordance with the Mediation Rules set by the Resolution Institute; and
- (d) if the mediation is not successful in resolving the dispute, each party is free to terminate the mediation and pursue any other remedies available to it (including formal proceedings).

21.4 **No Proceedings:** Except in cases where a party seeks urgent interlocutory relief, each party agrees that it will not commence any legal proceedings or take any other action in relation to a dispute without first following the procedures set out in this clause.

22 General

22.1 **Entire Agreement:** These Contributor Terms embody the whole agreement of us and you relating to the subject matter of these Contributor Terms and supersedes all previous agreements in respect of your access and use of the Mappa Portal, the Mappa Website and the Content.

22.2 **Amendment:** We reserve the right to make changes to the Mappa Portal, the Mappa Website, the Content and these Contributor Terms at any time without notice. Your continued access and use of the Mappa Portal, the Mappa Website and the Content following posting of changes signifies your acceptance of these changes and any new Contributor Terms.

22.3 **Assignment:** You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Contributor Terms, unless AHCWA have given our consent. We have the right to assign or otherwise delegate all or any of our rights or obligations under these Contributor Terms to any third party.

22.4 **No waiver:** No waiver by us of any default of yours under these Contributor 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 Contributor Terms.

22.5 **Notices:** Unless otherwise stated within these Contributor Terms, notices to be given to us or you will be in writing and delivered by electronic mail to the email addresses we supply to each other from time to time, or such other method agreed to by us and you.

22.6 **Severability:** If any provision of these Contributor 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 Contributor Terms will not be affected.

22.7 **Governing law:** Your use of the Mappa Portal, the Mappa Website and the Content and these Contributor Terms are governed by the laws of Western Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia.

23 Contact Us

23.1 You can contact us via the Mappa Website or contact the Mappa Platform team at:

Aboriginal Health Council of Western Australia
PO Box 8493
Stirling Street
Perth WA 6849
(08) 9227 1631
mappa@ahcwa.org