

Terms and Conditions of Use

These terms and conditions were last updated on 24 August 2018.

IMPORTANT: PLEASE READ THE APPLICABLE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE HUB.

If you are a **user** of The Hub, please click [here](#) to see the terms and conditions applicable to your use of The Hub.

If you are a **program or service provider** and have / wish to have your program or service listed on The Hub, in addition to the terms above please click [here](#) to see further terms and conditions applicable to your use of The Hub.

Terms and Conditions of Use – Users

1. What's in these terms?

These terms tell you the rules for using The Hub. You can also find information about The Hub in the **About** section of The Hub and in our **FAQs**.

2. Who we are and how to contact us

The Hub is operated by Suicide Prevention Australia Limited (ACN 164 450 882). We are an Australian Public Company, Limited by Guarantee and are registered in Australia. We are registered as a charity with the Australian Charities and Non-for-Profits Commission.

You can **contact us** or send an email to thehub@suicidepreventionaust.org.

3. By using The Hub you accept these terms

By using The Hub, you accept these terms of use and you agree to comply with them. If you do not agree to these terms, you must not use The Hub. We may amend these terms from time to time, so you should check these terms every time you use The Hub. The date that these terms were last updated can always be found on the first page.

4. About The Hub

We know that there is a lot of great work being done across the country to prevent suicide and increase the health and wellbeing of all Australians. But we also know that navigating what is available can be confusing.

The Hub has been developed to support you to find quality suicide prevention programs and services for your community and improve the quality and evidence base of suicide prevention activities in Australia.

The aim of The Hub is to help support those commissioning programs as well as those supplying programs and adding to the evidence base, with the overall objective of improving the quality of suicide prevention services in Australia.

The content on The Hub is provided for general information only. It is not intended to amount to medical or professional advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on The Hub.

5. We are not responsible for listed programs and services

The programs and services listed on The Hub have been reviewed by experts and meet the stringent criteria that Suicide Prevention Australia has set. The listing of a program or service, however, is not an endorsement of that program or service by Suicide Prevention Australia.

Suicide Prevention Australia has sought to identify programs and services that will be effective in the prevention of suicide, and all programs and services endeavour aim to do no harm to users. The programs and services listed on The Hub are supported by research or other evidence that they may be effective in preventing suicide if they are delivered as intended.

But the listing of a program or service and the evidence rating for a program or service is not a guarantee of delivery or effectiveness. Suicide Prevention Australia is not responsible for the delivery of listed programs and services and there may be differences in the quality of program or service delivery.

6. We are not responsible for linked sites and resources

Where The Hub contains links to other sites and resources provided by third parties, these links are provided for your information only. Our provision of a link to a site or resource is not intended to be an approval or endorsement by Suicide Prevention Australia of that site or resource. We have no control over the contents of those sites or resources, and your use of those sites or resources is subject to the terms and conditions of those linked sites or resources.

7. The Hub is intended for users in Australia

The Hub is intended for use by people residing in Australia. We do not represent that content available on or through The Hub is appropriate for use or available in other locations. If you access The Hub from outside Australia, you do so at your own risk.

8. How you may use material on The Hub

We are the owner or the licensee of all intellectual property rights in The Hub and in the material published on it. Our material is protected by copyright laws around the world. These materials may not be copied, reproduced, transmitted, displayed, performed, distributed, rented, sub-licensed, altered, modified, stored or otherwise used without our prior written consent, except for personal or otherwise non-commercial and non-profit making purposes.

Your use of material published on The Hub is subject to the following:

- You must not, in any way, modify any materials you print off or download.
- Our status and that of any identified contributors – including program or service providers – as the authors of content on The Hub must always be acknowledged.
- You must not use any part of the content on The Hub for commercial or profit-making

purposes.

If you breach of these terms of use, your right to use The Hub will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Rules about linking to The Hub

You may link to our home page provided that the website from which you are linking is consistent with the spirit and objectives of The Hub, and that you do so in a way that is fair and legal and does not damage or take advantage of our reputation or that of The Hub.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

We reserve the right to withdraw linking permission without notice.

9. We may make changes to or suspend or withdraw The Hub

We may update and change The Hub from time to time. Where new information becomes available in The Hub, we will try to indicate on The Hub that a change has been made.

The Hub is made available free of charge. We do not guarantee that The Hub, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of The Hub at any time.

10. You must keep your account details safe

If you choose, or you are provided with, a password or any other piece of security information, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any password at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password, you must promptly **notify us**.

11. Our responsibility for loss or damage suffered by you

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it to the extent permitted by law. The Hub and all information provided on The Hub is provided on an “as is basis”.

To the extent permitted by law we will not be liable for:

- any direct, indirect, incidental, special, consequential or punitive loss or damage, loss of profits, revenue, expectation, business, savings, data or unavailability of systems or

other loss arising under or in connection with any use of or access to, or any inability to use or access, The Hub; or

- any loss or damage, even if foreseeable, arising under or in connection with any use of or access to, or any inability to use or access, The Hub.

12. How we may use your personal information

We will only use your personal information as set out in our [privacy policy](#). You consent to us dealing with your personal information in accordance with our Privacy Policy.

13. We may use cookies

During your use of The Hub, we may issue and request cookies to and from your computer or mobile device. By using The Hub you authorise us to issue and request such cookies.

14. We are not responsible for viruses and you must not introduce them

We do not guarantee that The Hub will be secure or free from bugs or viruses. You should use your own virus protection software.

You must not misuse The Hub by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to The Hub, the server on which The Hub is stored or any server, computer or database connected to The Hub. In the event of such a breach, your right to use The Hub ceases immediately.

15. We value your feedback and take your complaints seriously

Your feedback about The Hub or any program or service listed on The Hub is welcomed and appreciated, using our [Contact Us](#) form. We may share your feedback with our program and service providers, to help them to improve their programs and services.

In the first instance, complaints and feedback about programs and services listed on The Hub should be resolved with the provider of that program or service. Contact details for each provider are available via the program or service listing using the 'Contact' button.

If you have any concerns or would like to make a complaint about The Hub, any information provided on The Hub or any program or services listed on The Hub that have not been addressed by the organisation delivering the program or service, you can raise this with us using our [Contact Us](#) page. We may contact you to find out more about any complaint or feedback provided to us.

We take your complaints very seriously. The objective of The Hub is to provide quality suicide prevention programs and services. If a program or service is consistently reported to us, we have process in place to de-list it.

16. Which country's laws apply to any disputes?

These terms of use and their subject matter are governed by the laws of the State of New South Wales. You and we both agree that the courts of the State of New South Wales and the Commonwealth of Australia will have exclusive jurisdiction in respect of any proceedings relating to these terms.

17. Our trade marks are registered

Suicide Prevention Australia and our logo are registered trade marks. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under ***How you may use material on The Hub.***

Additional Terms and Conditions of Use – Program / Service Providers

1. Uploading content to The Hub

Any material you provide to us for publication on The Hub must comply with the following content standards:

- It must be accurate (where it states facts) or genuinely held (where it states opinions).
- It must not be defamatory of any person, obscene, offensive, hateful or inflammatory.
- It must not contain sexually explicit material.
- It must not promote violence.
- It must not promote discrimination in any way, including based on race, sex, religion, disability, nationality, sexual orientation or age.
- It must not infringe any copyright or other intellectual property right of any person.
- It must not be likely to deceive or mislead any person.
- It must not breach any legal duty owed to a third party, including a contractual duty or a duty of confidence.
- It must not be threatening, abusive or an invasion of any person's privacy, or otherwise cause annoyance, inconvenience or needless anxiety.
- It must not be likely to harass, upset, embarrass, alarm or annoy any person.
- It must not impersonate any person, or misrepresent you or your identity.
- It must not contain any advertising or promote any services or links to other services or sites.
- It must not promote unlawful activity.
- It must not breach applicable local, national or international law or regulation in any way.
- It must not be unlawful or fraudulent, or have any unlawful or fraudulent purpose or effect.
- It must not contain any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

By submitting material to us to publish on The Hub, you warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We have the right to remove any material that we have published on The Hub from The Hub at any time in our sole discretion.

2. Rights you grant in respect of material provided for publication on The Hub

When you provide content to us for publication on The Hub, you grant Suicide Prevention Australia a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, publish, reproduce and modify that content for purposes connected with The Hub or suicide prevention.

You also grant rights to users of The Hub in respect of such material as are required to exercise the rights in respect of such content more fully described in **The Hub user terms and conditions**.

You warrant that any material you provide to us for publication on The Hub is your own (or that you have permission to provide to us for publication), that you own or rights to license the intellectual property rights in any material you provide to us and that it does not infringe any third party's intellectual property rights. If this warranty is not true, then you indemnify Suicide Prevention Australia against any loss which it may suffer as a result.

3. Maintaining your program or service listing

We are responsible for uploading your program or service listing to The Hub. You may not publish any material or information on The Hub directly. We will use reasonable endeavours to notify you when your program or service listing is live.

You are responsible for ensuring that your program or service listing is accurate and complete. You agree to check your program or service listing from time to time, and to notify us immediately by email to thehub@suicidepreventionaust.org if you become aware that any aspect of your program or service listing is not accurate or up to date.

We will use reasonable endeavours to implement any changes to your program or listing as soon as practical. Any substantive changes to your program or service listing, however, must be approved by an Expert Reviewer in accordance with our processes before we are able to publish it. You may have to complete the reassessment process described in our **FAQs document** if a change or update is a substantive change from the program or service listing that was approved by our Expert Reviewer.

4. Complaints about your program or service

We encourage users of The Hub to communicate any feedback or complaints about your program or service listed on The Hub with you directly in the first instance.

You agree to ensure that the contact details you have provided us, which are associated with your listing on The Hub, are up to date and accurate at all times. You must notify us immediately in the event of a change to these contact details.

All providers are required to treat any user communications with the utmost respect, and to handle complaints and feedback promptly and in a diligent and professional manner.

You are required to provide a copy of any complaints or feedback to us by email to thehub@suicidepreventionaustralia.org, in the event that you receive a user communication that suggests that your program or service is no longer eligible to be listed (according to our **submission guidelines**) or that may have an adverse impact on the reputation of The Hub or Suicide Prevention Australia.

Whilst you are responsible for handling any feedback or complaint, you must consider any representations made by Suicide Prevention Australia about the same reasonably and in good faith.

Suicide Prevention Australia may assume sole control of the handling of any complaint at any time in its sole discretion.

5. Consequences of non-compliant material

We reserve the right to immediately remove any material provided for publication on The Hub without notice if we have reason to suspect that it does not comply with these terms. We may also take all or any of the following actions:

- Suspension or withdrawal of your right to access The Hub.
- Issue of a formal warning to you.
- Legal proceedings for reimbursement of our costs on an indemnity basis resulting from the breach.
- Further legal action against you.
- Disclosure to law enforcement authorities as we deem necessary or as required by law.
- Any other action we deem appropriate in the circumstances.

Any material you make available for publication on The Hub will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of The Hub a limited licence to use, store and copy that

content and to distribute and make it available to third parties. The rights you license to us are described in the next section of these terms.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

6. Indemnity

You will indemnify Suicide Prevention Australia, against any claims, proceedings losses, liabilities, costs or other expenses (including legal costs) incurred by Suicide Prevention Australia in connection with, whether directly or indirectly, your breach of these terms and conditions (which comprise ***The Hub user terms and conditions*** and ***these additional provider terms and conditions***), your use or access of The Hub or any violation of any applicable law or these terms and conditions.