

Neighbourhood Virtual Centre - Terms of Use for Content Providers

1. The Platform

- A. Council has created the Neighbourhood Virtual Centre (the “Platform”), within Conversations Gladstone to facilitate community connectedness in light of the Covid-19 outbreak;
- B. Content Providers (“You”) submit/share pictures, text, videos, presentations or other content (“Content”) to the Council to upload to the Platform for open access to the public and Council moderates such Content; and
- C. End Users register to access the Content uploaded to the Platform.

2. Acceptance of Terms of Use

By submitting Content to the Platform you understand and agree to be bound by the terms and conditions:

- (a) Stated in these Terms of Use; and
- (b) The Terms of Use, Privacy Policy and Moderation Policy for Conversations Gladstone owned and operated by Harvest Digital Planning Pty Ltd on behalf of Gladstone Regional Council.

3. Warranties, Licences, Acknowledgements and Consents regarding Content

In submitting or otherwise sharing your Content with Council for uploading to the Platform, you:

- (a) Warrant that:
 - i. You are the owner of the copyright and hold a licence for the use of all copyright material included within the Content.
 - ii. You have appropriate Public Liability Insurance and if applicable, Professional Indemnity Insurance to cover you for claims for damages, loss, injury or death arising from the End User or a third party’s use of the Content.
- (b) Grant Council a royalty-free, irrevocable, unconditional and exclusive licence under the Copyright Act 1968 (Cth) to the Content.
- (c) Consent to your personal information being published on the Platform and shared to Council’s broader website and social media as part of the Content, and where others appear in your Content, represent that you have obtained their written consent to their personal information being published on the Platform and shared to Council’s broader website and social media.
- (d) Acknowledge that:
 - i. Council does not endorse nor is it responsible or liable for any Content, including advertising, products, materials or links to any external sites contained within the Content;
 - ii. Any original Content that you submit to the Platform may be made available to the public and shared by the public and Council has no control over the use of such Content by members of the public;
 - iii. It is your responsibility to ensure that any conditions regarding the downloading or reuse of the Content beyond the Platform are included within

- the Content and Council is not responsible for policing download or reuse of Content by End Users and other third parties; and
- iv. The Content may be available outside of Australia and will not be subject to the protection afforded by Australian privacy laws.

4. Mandatory requirements for Content

Notwithstanding clause 3, you must ensure that your Content:

- (a) Embeds clear disclaimers relating to risks to the End User of undertaking any activities or actions depicted within the Content.
- (b) Does not contain:
 - i. unlawful, defamatory, offensive, discriminatory or hateful material or comments; and
 - ii. any unauthorised advertising, including but not limited to promotional materials, pyramid schemes, affiliate links or any other form of solicitation.
- (c) Is free of malware, viruses or any code of a destructive nature.
- (d) Is not copyrighted, protected by trade secret or otherwise subject to third party rights, including confidentiality, unless you are the owner of such rights or have permission from their rightful owner to post the material and grant Council and the Platform any relevant licences required.

5. Rejection of Content

Without limiting any of Council's rights, Council expressly reserves the right, in its sole and absolute discretion, to reject, refuse to post or remove any Content submitted by you or uploaded on your behalf at any time, for any or no reason, without prior notice or warning, and without liability.

6. Governing Law

These Terms shall be governed in accordance with the laws of Queensland without regard to its conflict of law provisions.

7. Indemnity and Release

You release Council and indemnify Council against all loss, liability, claims, demands, injury or death arising directly or indirectly from uploading the Content onto the Platform and subsequent use of the Content by End Users and other third parties.