

# Expect In Courage Pty Ltd (trading as Free Engineer)'s Social Media Terms of Use and Social Media Privacy Statement

In short referred to as Free Engineer's "**Social Media Terms**".

Dated: 06-04-2017

## 1. About Free Engineer's social media sites

1.1 Expect In Courage Pty Ltd (ABN 16823685835), referred to in these terms as "**Free Engineer**", "**we**" or "**us**", as applicable in context, operate one or more Social Media Sites ("**SMS**"), which may include social media forums, applications, functions and promotions, unless disclaimed otherwise. They include but not limited to facebook, linkedin, Instagram, and twitter. Free Engineer may operate SMSs for its own benefit and/or for the benefit of one or more of its related business entities, which collectively form Expect In Courage Pty Ltd.

1.2 Your use of the services, information, text, graphics, videos, materials, forums and other content on any part of a SMS ("**SMS Content**") is governed by these Social Media Terms, together with Free Engineer's overarching Privacy Policy (Privacy Policy available at [freeengineer.com.au](http://freeengineer.com.au)). By using a SMS you agree to be bound by these Social Media Terms.

1.3 In addition to these Social Media Terms other terms of use or conditions may apply to your use of SMS Content, including but not limited to the terms of offer/use imposed by Expect In Courage Pty Ltd. You will be bound by those additional terms, if applicable. For example, if any products and services offered by Free Engineer are described or offered on a SMS, they will additionally be subject to the relevant terms defined elsewhere.

1.4 Should you decide to participate in a promotion that is advertised or otherwise featured on a SMS you will additionally be bound by the relevant terms and conditions of entry for that promotion, which will be made available to you if required by law. Should any term within these Social Media Terms conflict with a promotion's terms and conditions, the later will prevail to the extent of the conflict.

1.5 As part your use of SMS Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by third party providers. If any term within these Social Media Terms should conflict with any third party's terms of use, the later will prevail to the extent of the conflict.

## 2. Links to other social media sites or websites

2.1 A SMS may contain links to other social media sites or websites which are owned or operated by third parties independent of Free Engineer ("**Third Party Sites**"). Free Engineer does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites ("**Third Party Material**").

2.2 A SMS may contain or link to information about special offers, deals or promotions by persons not related to or part of Free Engineer or Expect In Courage Pty Ltd ("**Third Party**

**Offers**”). Free Engineer does not sponsor, endorse, or approve of any Third Party Offers, or Third Party Material associated with these offers.

2.3 Subject to any applicable law which cannot be excluded, Free Engineer makes no warranties or representations:

- a) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material, or products or services available through Third Party Sites; or
- b) that Third Party Material does not infringe the intellectual property rights of any person.

2.4 Free Engineer is not authorising the reproduction of Third Party Material by linking SMS Content to Third Party Material.

2.5 When following a link on a SMS, material at a Third Party Site may be displayed in your browser framed by SMS Content. This material is also Third Party Material for the purpose of these Social Media Terms.

### **3. Your privacy**

3.1 Your privacy and security is important to Free Engineer. Refer to Free Engineer’s ‘Privacy Statement’ about how Free Engineer handles the information you provide it when you use a SMS.

### **4. Enquiring about or transacting with Free Engineer**

4.1 SMS may contain information of a general nature about any product or service of Expect In Courage Pty Ltd. It may also contain product offers. Before making a decision about any product offering you should first read the relevant product or service terms of issue. These documents are available from either on the SMS, website or by calling Free Engineer.

4.2 When entering into a transaction via a SMS, whether it be the uploading of any material or registering or participating in a promotion, the transaction will not be completed until your electronic instruction (being any electronic instruction, information, message, request or communication issued or transmitted) is received, accepted and processed by the SMS (whichever is relevant), and any specific steps or requirements for that transaction have been complied with. For some transactions, the SMS will transfer you to the product or service provider’s website, since the SMS cannot provide you with that functionality.

### **5. Tools, games and other features**

5.1 A SMS may contain or make available various tools, software programs, games or other features which assist you in finding out more information about Free Engineer, it’s related business entities (including their products and services), potential employment/ partnership opportunities and our promotional partners. A SMS may also contain other useful information.

5.2 Whilst Free Engineer has undertaken reasonable steps to ensure that any such features or information as described in clause 5.1 are accurate and free from defect, Free Engineer does not warrant the accuracy, adequacy, correctness or completeness of these features, which are

provided on an “as is” basis. The use by you of any of these features or any information provided is entirely at your own risk.

## **6. Product and service providers’ standard terms and acceptance criteria apply**

6.1 All applications for products or services offered by any entity within the Expect In Courage Pty Ltd, following your visit to or use of a SMS, are subject to and must comply with the relevant provider’s normal terms and acceptance criteria.

## **7. Content submitted to a SMS**

7.1 When a user of a SMS (“User”) submits any materials via the SMS including text, comments, recordings, images or otherwise (“User Content”), the User, unless Free Engineer advises otherwise, licenses and grants Free Engineer, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability. Free Engineer qualifies this clause 7.1 by stating that any recruitment application or related correspondence, which is not provided by way of an open public forum or other public process will be treated by Free Engineer (including the relevant entity to which the application or correspondence was directed) under the relevant privacy laws set out in clause 19.3.

7.2 Users agree that they are fully responsible for the User Content they submit. Free Engineer shall not be liable in any way for such User Content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by any User. Free Engineer may screen and/or remove and/or request that the third party operator of any social media site or website remove any User Content without notice for any reason whatsoever. Users warrant and agree that: (a) they will not submit any User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a ‘guerrilla marketing’ attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their User Content from all persons who appear in (e.g. photographs) or have any rights in relation to any property that appears in their User Content; (c) their User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the User, they will obtain full prior consent from any person who has jointly created or has any rights in the User Content, to the uses and terms herein; (d) their Content shall not contain viruses or cause injury or harm to any person or entity; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile telephone or any other communication systems.

7.3 Without limiting any other terms herein, the User agrees to indemnify Free Engineer (and any of its related business entities) for any loss Free Engineer (and any of its related business entities) may suffer in relation to any breach of the above terms.

7.4 Users consent to any use of their User Content in accordance with clause 7 which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (in Australia) and the Copyright Act 1994 (in New Zealand), including Free Engineer or its affiliates and sub-licensees using and reproducing that User Content without attributing it to the User, or making modifications or adaptations to the User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the User Content. The User agrees to indemnify Free Engineer (and any of its related business entities) against all costs and claims by third parties arising from a breach of this warranty.

## **8. Warranties**

8.1 Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, Free Engineer does not warrant the accuracy, adequacy or completeness of SMS Content or any User Content on a SMS. All information is subject to change without notice. Free Engineer does not guarantee that a SMS or Third Party Sites will be free from viruses, or that access to a SMS or Third Party Sites will function as intended or be uninterrupted. All terms implied by law, except those that cannot be lawfully excluded, are excluded.

## **9. Limitation of Liability**

9.1 Subject to any responsibilities implied by law and which cannot be excluded, Free Engineer, and its directors, partners, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to SMS Content, User Content, Third Party Material, third party services, or to access (or lack of access) to a SMS (or website operated by any member of the Expect In Courage Pty Ltd) by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

## **10. Indemnity**

10.1 You indemnify Free Engineer (and any of its related business entities) in respect of any liability incurred by Free Engineer (or any of its related business entities) for any loss, cost, damage or expense, howsoever caused, suffered by Free Engineer (or any of its related business entities) as a result of your breach of these Social Media Terms or your use of a SMS.

## **11. No advice**

11.1 A SMS does not purport to provide you with financial or technical advice of any kind. The information available via a SMS does not take account of your particular situation or requirements. Free Engineer suggests that you seek independent advice or call Free Engineer before acting upon SMS Content or any information found on a Third Party Site.

## **12. Availability of a SMS**

12.1 Since electronic services are subject to interruption or breakdown, access to a SMS is offered on an “as is” and “as available” basis only.

12.2 Free Engineer may impose limits or restrictions on the use you may make of a SMS. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Social Media Terms, Free Engineer may withdraw a SMS at any time and without notice to you.

12.3 Any cost associated with accessing a SMS is the User’s responsibility and is dependent on the internet or telecommunications service provider used.

### **13. Restrictions on use of a SMS**

13.1 You agree that you will not, (either yourself or through any third party):

- a) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (“**Automated Process**”) or manual process to monitor, copy or extract any SMS Content, or any of the information, content or data contained within or accessible through a SMS, without Free Engineer’s prior written permission;
- b) use any Automated Process to aggregate or combine information, content or data contained within or accessible through a SMS with information, content or data accessible via or sourced from any third party;
- c) use any information on or accessed through a SMS for any commercial purpose or otherwise (either directly or indirectly) for profit or gain;
- d) use any device, software or routine to interfere or attempt to interfere with the proper working of a SMS or any transaction or process being conducted on or through it;
- e) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of a SMS;
- f) reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with a SMS; or
- g) copy, reproduce, alter, modify, create derivative works, or publicly display any part of any content from a SMS without Free Engineer’s prior written permission.

### **14. Third party providers**

14.1 Parts of a SMS, or the provision of services offered via a SMS, may be outsourced to third party providers. These Social Media Terms apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.

### **15. Copyright and Trademarks**

15.1 Copyright in the Material on a SMS is owned or licensed by Free Engineer.

15.2 Except where necessary for and incidental to viewing or using the SMS Content on a SMS via your web-enabled browser, or as permitted under the Copyright Act 1968 (in Australia) or Copyright Act 1994 (in New Zealand) or other applicable laws, no SMS Content on a SMS may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in

public or transmitted in any form by any process whatsoever without the specific written consent of Free Engineer.

15.3 Free Engineer and each of its related business entities separately reserve their copyright and all legal rights with respect to trademarks, whether registered or otherwise.

15.4 Third party trademarks are trademarks of the respective third parties.

## **16. Termination**

16.1 These Social Media Terms and your access to a SMS may be terminated at any time by either party without notice to the other. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of Free Engineer, will survive any termination.

16.2 Upon termination, you must not directly or indirectly access or use a SMS or any SMS Content.

## **17. Acceptance of and changes to these Social Media Terms**

17.1 You acknowledge and accept that your use of a SMS indicates your acceptance of these Social Media Terms.

17.2 These are the current Social Media Terms (refer to date on this document for their date). Free Engineer may at any time vary these Social Media Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of a SMS, by publishing the varied Social Media Terms on a SMS. Free Engineer does not have to indicate on a SMS that these Social Media Terms have changed, neither is Free Engineer under any obligation to specifically contact or notify you of any variation to these Social Media Terms. You accept that Free Engineer has provided you with sufficient notice of the variation by making available the current version of the Social Media Terms on the SMS you use. By your use of a SMS after any variation, you are taken to have accepted the new Social Media Terms.

## **18. Free Engineer's complaints handling process**

18.1 If you are dissatisfied with your dealings with Free Engineer in relation to your use of a SMS please let us know by emailing us via [project@freeengineer.com.au](mailto:project@freeengineer.com.au)

We will review your email and contact you with a reply or to ask you for further information, if it's required.

## **19. General**

19.1 A SMS may be viewed and interacted with by anyone in the world, however age limits may apply to certain SMS Content, promotions or offers.

19.2 Unless otherwise expressly indicated, Free Engineer's related bodies corporate only offer recruitment opportunities, products and services within Australia and/or New Zealand.

19.3 If you are a resident of Australia the law applicable to a SMS and/or Free Engineer's operation of a SMS and to any complaints arising out of a SMS is the law of the State of Victoria, Australia. If you are a resident of Australia you irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia, and appeal therefrom. If you are a resident of New Zealand the law applicable to a SMS and/or Free Engineer's operation of a SMS and to any complaints arising out of a SMS is the law of New Zealand. If you are a resident of New Zealand you irrevocably submit to the jurisdiction of the courts of New Zealand.

19.4 Should any term or part of these Social Media Terms be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

19.5 You may not rely on the words or conduct of Free Engineer as a waiver of any right unless the waiver is in writing. In this term "conduct" includes delay in the exercise of any right. "Right" means any right of Free Engineer arising under or in connection with these Social Media Terms or otherwise, and includes the right to rely on this term. "Waiver" includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.

## **20. Linking to a Free Engineer SMS or website**

20.1 Unauthorised linking to any part of a SMS or website (including a social media site or website operated by a related business entities of Free Engineer) is expressly prohibited.

## **21. Social Media Privacy Statement**

21.1 By using a SMS you accept that your personal information will be collected and handled according to clauses 21 to 30 of these Social Media Terms. These Social Media Terms should be read together with Free Engineer's overarching Privacy Policy.

21.2 These Social Media Terms explain Free Engineer's policy for handling personal information which you may provide to us as you access and/or use a SMS. 'Personal information' means information which identifies you as an individual or from which your identity can reasonably be ascertained. Free Engineer encourages you to review these Social Media Terms periodically as they may be updated from time to time.

21.3 In addition to the provisions of these Social Media Terms there may also be additional privacy provisions that apply to your use of a SMS or as a result of your membership (or your application for membership) of a social media site. **Should you decide to register for or participate in a promotion or other activity, or purchase a product or services from Free Engineer or any of its related business entities, you will be bound by the relevant terms of that promotion, activity, product or service.** If any term within these Social Media Terms directly conflicts with the specific terms of a Privacy Statement (or similar) belonging to a related body corporate of Free Engineer, the later will prevail to the extent of the conflict.

## **22. Your Security and Privacy**

22.1 Free Engineer understands that you, as a visitor or user of a SMS, are concerned about the security, privacy and confidentiality of information we may gain about you online. Free Engineer is committed to respecting your privacy and, at all times, complies with its obligations under Australian and New Zealand privacy law (as applicable).

22.2 Free Engineer values the personal information you provide us and will take all reasonable precautions to prevent unauthorised access to that information. Free Engineer may share the information it collects about you between its related bodies corporate, who may use that information in any manner that complies with the relevant law, as well as to contact you to, amongst other things, make a product or service offer to you. Unless the law requires or we have your consent or your consent can be reasonably implied from the circumstances, Free Engineer will not give your personal information to any other organisation outside of the Expect In Courage Pty Ltd. Free Engineer has taken measures to respect your privacy and the security of any personal information you provide to us while accessing or using a SMS.

22.3 Notwithstanding the above, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on a SMS, that content may be available for anyone in the world to read and/or view and/or comment on. See clause 24 for further information about the public display of your content.

### **23. Sending electronic messages to Free Engineer**

23.1 Unless otherwise stated, when you send Free Engineer an electronic message (whether email or otherwise), the content of your message and any email or machine address is retained by us for only as long as it takes to respond to your inquiry or provide you with what you've requested, unless you provide us with your permission to retain that information for longer or where we believe there is a legal reason to retain the information for a longer period.

23.2 Unless otherwise stated, when you post a public comment or upload other data to a SMS, that information may be displayed by Free Engineer publically in accordance with term 25 below. Your information may also be retained by Free Engineer where we believe there is a legal reason to retain it for a longer period.

### **24 Information collected and how we use it**

#### **24.1 General information**

24.1 The information we will collect about you will depend on how you use a SMS.

24.2 If you use a SMS to read, browse or download information, our computer system may record information such as the date and time of your visit, the pages accessed and any information downloaded. This information may be used for statistical, reporting, site/application administration and maintenance purposes only.

24.3 A SMS may offer interactive facilities including tools, games and other online features. If you use any interactive facilities, we may capture any personal information which you may enter when using these tools.

#### **24.4 Personal information submitted to a SMS**



24.4.1 When a user of a SMS (“User”) submits any personal information via a SMS, whether in the form of text, comments, recordings, images or otherwise (“SMS Content”), the User consents to that personal information being collected by Free Engineer and used and disclosed for any purpose permitted by these Social Media Terms, and otherwise as permitted by relevant privacy laws in Australia and/or New Zealand. In the case of personal information which is provided to Free Engineer for public display (**this includes any ‘tweet’ you send to Free Engineer on Twitter, which we may “re-tweet” to other Twitter users**), this may include displaying that information to other users of a SMS or otherwise displaying the SMS Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also clause 7 for what other uses and/or disclosures Free Engineer may make of a User’s personal information and what limits it imposes.

24.4.2 Free Engineer may collect personal information belonging to a User, such as their name, email address, phone number, home/ business address, other information associated with the project sites or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require Free Engineer to disclose a User’s personal information to one or more third parties, including but not limited to suppliers, partner organisations or external service providers.

24.4.3 If you are using a SMS such that you are submitting your personal information, you should also first read and understand the separate privacy policy or policies that apply to your use of the social media site that hosts our SMS. Free Engineer is not responsible to you for the information handling practices of any third party social media site, including a host site or service provider.

## **25. Entering a promotion via a SMS: collection and use of information**

25.1 If you decide to enter a promotion that is made available or otherwise advertised on a SMS you will need to agree to that promotion's separate terms and conditions, which will be drawn to your attention as part of the entry process.

25.2 If a promotion's terms and conditions include opting into the promoter's marketing communications, you can change your mind and unsubscribe (subject to any specific restrictions for the relevant promotion) by contacting the promoter on the contact details provided in their promotional terms.

## **26 Your privacy rights and complaint resolution**

26.1 If Free Engineer has collected your personal information through your use of a SMS, then you have a right to access, update or correct that personal information, with some limitations as permitted by Australian or New Zealand law. You also have the right to make a complaint about your privacy. You should direct any information access/correction request or privacy concern relating to your use of a SMS by emailing us via [project@freeengineer.com.au](mailto:project@freeengineer.com.au)

We will review your email and contact you with a reply or to ask you for further information, if it’s required. If you make a complaint and it is about a service provider within the Expect In Courage Pty Ltd, you may have additional rights of appeal, such as under the provider's formal dispute resolution process. We or the provider will tell you if that is the case.

## **27. Third Party Sites (including third party social media sites)**

27.1 A SMS may contain links to Third Party Sites (see clause 2.1). Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.

## **28. Cookies**

28.1 A SMS may use "cookies" as part of its interaction with your internet browser. Cookies enable Free Engineer to provide you with a superior, customer-oriented service. A "cookie" is a small text file placed on your computer by our web server. A cookie can later be retrieved by Free Engineer's website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.

28.2 If you wish to make full use of a SMS, it is recommended that you accept cookies. Cookies may also be used to record non-personalised information such as the date, time or duration of your visit, preferences and product requirements, the pages accessed, for SMS administration, statistical and maintenance purposes.

28.3 The social media sites which host a SMS may also use cookies. You should refer to their respective terms or use and privacy policies for details.

## **29. Additional use and disclosure of your personal information**

29.1 Other than the uses and disclosures of personal information described in the Social Media Terms above, Free Engineer may also use or disclose personal information or information generated by cookies which you have provided to us when:

- a) you have authorised us to do so;
- b) we have given you notification of the intended use or disclosure and you have not objected to that use or disclosure;
- c) when fraud or unlawful activity is suspected by Free Engineer and the information is disclosed to relevant persons or authorities;
- d) in accordance with these Social Media Terms;
- e) we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency, public revenue protection agency or an agency responsible for national security in the performance of their functions; or
- f) Free Engineer is authorised, required or permitted by law to disclose the information.

## **30. The personal information of other people**

30.1 You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to Free Engineer via a SMS. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant privacy laws in Australia and/or New Zealand (as relevant). If you are not sure whether the other person would agree with you providing their personal information to Free Engineer, please exercise caution and do not provide it to us

