



Terms and Conditions

The Council of the Municipality of Woollahra (ABN: 32 218 483 245) (Woollahra Council, Council, Council's, Your Council) provides for use the application "Woollahra Council" (App).

Terms

- 1.1 By using the "Woollahra Council" application and associated services, You (You, Your, User) agree to be bound by these terms and conditions (Terms). The App should only be used once You have read, understood and agreed to the Terms and Conditions and the Privacy Policy.
- 1.2 By using the App, You consent to Woollahra Council using the information You provide to it in accordance with the Privacy Policy.
- 1.3 Woollahra Council may from time to time update or modify these Terms and Conditions and/or the Privacy Policy. These changes will be noted on the Woollahra Council website (www.woollahra.nsw.gov.au) . Through Your ongoing use of the App, You consent to any updates or modifications of the Terms and Conditions or the Privacy Policy.
- 1.4 You agree that Woollahra Council can download and install updates to the App on Your device and send out push notifications on Your device.
- 1.5 You agree that Your address will be made publicly available on the App.

Use of the App

- 2.1 When using the App, You agree that You will: (a) only use them for personal use and not use them in connection with any commercial or business purpose except in accordance with any commercial licence agreement; (b) not bring into disrepute any person, Council or entity; (c) not infringe any third party rights or obligations; and (d) not carry out any illegal or criminal activities on or via the App.
- 2.2 If You are not the owner of the device on which the App or Services are accessed, You promise that You have the informed consent of the owner.
- 2.3 By using the App, You grant to Woollahra Council a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run,



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copy, publicly perform or display, translate, and create derivative works of Your content.

2.4 Woollahra Council can remove any content or information You upload on the App if we believe that it violates these Terms, our policies or we are permitted or required to do so

by law. You acknowledge and agree that Your right to use the App may be withdrawn if You breach any of these Terms.

2.5 If You provide Your email address or mobile phone number within the App, You consent to Woollahra Council using those contact details to contact You and send You relevant information.

2.6 When advertising Your items on the iWasteless® Noticeboard, You consent to making Your property address publicly available on the App, including navigation directions to Your property.

2.7 When advertising Your items on the iWasteless® Noticeboard, You cannot post photos with offensive content such as nudity, sexual acts, or images vilifying people on the basis of gender, race, religion or sexual orientation or anything inciting violence or hatred. If You do post images of this nature, they will be removed and Your contact details will be provided to the relevant authorities. You cannot post photos with private or confidential information or do anything that violates someone else's rights, including intellectual property.

2.8 When advertising Your items on the iWasteless® Noticeboard, You understand that this involves a transaction between You and a third party wishing to collect Your unwanted items that You have advertised and You understand that, Woollahra Council are not involved in this transaction nor do Woollahra Council make any specific promise or warranties regarding this transaction and that Woollahra Council are not liable in any way for any damages or negative effects that are incurred as a result of this transaction.

2.9 **Removal of personal information from devices** - Your data is Your responsibility. Make sure all data is permanently wiped from Your device before it is picked up or



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dropped off. Council's recycle process does not include the removal of data from devices.

- 2.10 Do not misuse our App. Do not interfere with or try to access them using a method other than the interface and instructions provided to You. You may use our App only as permitted by law and regulations. We may suspend or stop providing our App to You if You do not comply with our Terms and Conditions or provide false information to us.
- 2.11 You understand that Woollahra Council are not liable in anyway and take no responsibility for any damages or negative effects that are incurred as a result of using the App.
- 2.12 Our App is made available on mobile devices. Please do not use the App while driving a vehicle or in a way that violates traffic laws or endangers Your safety or the safety of others.
- 2.13 You must not use our App or content arising from our App for any purposes related to commercial activity or marketing.

Representations

- 3.1 We hope that You will enjoy using our App! We strive to provide them to You with a reasonable level of skill, commitment and care. However, other than as expressly stated in these Terms and Conditions, Woollahra Council does not make any specific promise or warranties about its App. We do not make any commitments about the specific functions, reliability, availability or ability of the App to meet Your needs. Woollahra Council provides its App "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time and they may contain errors, faults and inaccuracies and may not be complete or current.
- 3.2 Woollahra Council makes no representations or warranties, express or implied with respect to the operation or suitability of the App for any particular purpose; the availability, performance, security, characteristics or operation of the App; or the accuracy or reliability of content provided by any third party, and, to the extent



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permitted by law, will not be responsible for breach of any such express or implied term.

Intellectual Property

- 4.1 You must obtain written permission from Woollahra Council to modify, create derivative works of, duplicate, decompile, or otherwise attempt to extract source code from the App.
- 4.2 The text, images, designs, graphics, logos, pictures, applications, software, music, sound files, animation files, video files and their arrangement on the Woollahra Council website and App (including third party content) (App Content) are all subject to copyright and other intellectual property protection laws in Australia.
- 4.3 Woollahra Council is the owner or licensee of all the content on the App as per the Copyright Act all rights are reserved.
- 4.4 The content within the App may not be copied, reproduced, adapted, transmitted or distributed, nor may these objects be modified or reposted to other websites sites or applications without Woollahra Council's consent. Some content is subject to the copyright rights of third party content providers.
- 4.5 You acknowledge that: all intellectual property rights in the App throughout the world belong to Woollahra Council or its related entities, or its suppliers or affiliates; and these Terms do not transfer title to any intellectual property in the App to You.

Limitations of Liability

- 5.1 Your access and use of the App, is subject to these Terms and is at Your sole risk.
- 5.2 You agree that Woollahra Council will not be responsible or liable for any damages, theft, economic loss or other loss whatsoever arising out of, or in any way related to the use, modification, interruption, suspension or discontinuation of the App; any technical faults which impact on the availability or use of the App; or Your use of the App, or any content of the App.



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5.3 You acknowledge that the App is not an emergency reporting tool, nor is it intended to be used for emergency reporting purposes, and Woollahra Council makes no guarantees as to the availability of the App.

5.4 Certain legislation (including the Australian Consumer Law) may impose consumer guarantees or obligations upon Woollahra Council which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to these statutory provisions.

Termination

6.1 Woollahra Council may, in its sole discretion, temporarily or permanently suspend or terminate the rights granted to You under these Terms if Woollahra Council suspects in its sole discretion that You are not complying with the Terms or that You pose a threat to the App or its users or that Your conduct is inconsistent with Woollahra Council's brand values.

6.2 Woollahra Council will not be liable for any cost, expense or damages whatsoever for suspension or termination of Your use.

Provisions

7.1 These Terms are governed by the laws of New South Wales, Australia.

7.2 These Terms, and documents associated with these Terms, represent the entire agreement of the parties in relation to the use of the App. These Terms supersede all other representations, negotiations, arrangements, communications, understandings or agreements.

7.3 All rights not expressly stated in these Terms are reserved.

7.4 We may modify these terms of service to accommodate changes to the law or changes to our Services. We will always indicate the date when the last changes were published. If significant changes are made a prominent notice will be displayed. Please look at the terms regularly. If You do not agree to the modified terms for the App You should immediately discontinue Your use of that App. By using our App, You agree to be bound by the then current version of these Terms and Conditions.



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7.5 If our Terms and Conditions in another language conflict with the English version, the English version takes precedence.

Contact

8.1 Woollahra Council is solely responsible for addressing any questions, comments or claims relating to the App and Your use of the App. If You have any questions, comments, complaints or other feedback relating to the App, please contact us on the following details:

Email: records@woollahra.nsw.gov.au

Phone: + 61 2 9391 7000

Website: https://www.woollahra.nsw.gov.au/council/contact_us

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