



Terms of Use, Privacy Policy and Refunds

Terms of Use

These terms apply to all online services operated by the Estia Foundation of Australia (ABN 28 070 330 997)

Your Obligations

By accessing or using our online services you agree to be bound by the terms and conditions set out below (Terms) as well as our Privacy Policy. If you do not accept or agree with these Terms or our Privacy Policy, you must not use our online services. We reserve the right to modify these Terms from time to time without notice. Please ensure you check our website for any changes.

By accessing and using our online services you warrant that you:

- (a) have the power to form a binding agreement with Our Community, either in your individual capacity or as an authorised representative of your organisation;
- (b) are 18 or over, or you otherwise have the consent of your parent or guardian;
- (c) are solely responsible for all your activities that occur on our websites;
- (d) only use our online services in a private and secure manner;
- (e) will keep secure and confidential all passwords, account names, tokens or login identifications required to access our online services;
- (f) will do your best to prevent any unauthorised access to any services that require a login;
- (g) will not hack into, tamper with, or make any unauthorised modifications to our online services, or exploit our online services to access unauthorised information;
- (h) will not knowingly or recklessly introduce to our online services a virus, malicious code, worms, harmful software, or otherwise damage or hinder the operation of our online services, or any information contained within it;
- (i) will not use our online services to send commercial electronic messages in contradiction of the Spam Act 2003 (Cth);



(j) will refrain from uploading onto our websites any material, or use our online services in any way, which:

(i) infringes the intellectual property rights of any person; (ii) is obscene, indecent, offensive, threatening or defamatory; (iii) is false or misleading.

(k) will not use our online services for purposes that are unlawful or may adversely affect our reputation or interests.

Intellectual Property

Estia Foundation of Australia owns all trademarks, logos, designs, text, graphics, images, video, information, software and sound we produce and make available through our online services, together with any goodwill or reputation and intellectual property rights subsisting in those things (our Intellectual Property).

You must not copy, reproduce, transmit, display or otherwise distribute any of our Intellectual Property in whole or in part without our prior written consent, which we may give or withhold at our sole discretion.

The Estia Foundation of Australia is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at www.aaic.gov.au

What is Personal Information and why do we collect it?

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.



This Personal Information is obtained in many ways including by telephone and facsimile, by email, via our website www.estia.org.au , from your website, from media and publications, and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

Sensitive Information

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.

Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

Third Parties

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.



Disclosure of Personal Information

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

Security of Personal Information

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

Access to your Personal Information

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

The Estia Foundation of Australia will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.

Maintaining the Quality of your Personal Information

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.



Policy Updates

This Policy may change from time to time and is available on our website.

Privacy Policy Complaints and Enquiries

If you have any queries or complaints about our Privacy Policy, please contact us at:

5-7 Pearson Street Gladesville NSW 2111 Australia

admin@estia.org.au

02 9879 8000

Refund Policy

The Estia Foundation of Australia accepts all donations in good faith. We ask that you carefully consider the amount you wish to donate as the Estia Foundation of Australia is not obliged to provide refunds. Refunds may be given where exceptional circumstances have occurred.