# Apprenticeships Info app Privacy statement | Terms and conditions

## **Privacy statement**

- The Department of Trade, Employment and Training (DTET) abides by the <u>Information</u> <u>Privacy Act 2009 (Qld)</u> when managing personal information. To help improve the Apprenticeships Info application ('the app') and Queensland Government apprenticeship and traineeship support services more generally, DTET may, from time to time, record information about your use of the app. This information may include:
  - the random, auto-generated user account number created when the app is first launched and associated with your device
  - o when and how the app is used
  - $\circ$   $\;$  the pages accessed and the types of functions used
  - your device type and information required in order to deliver push notifications to you, when enabled.
- DTET (and its contractors) may use the information recorded about your use of the app to contact you and invite you to participate in surveys and to otherwise improve the app and apprenticeship and traineeship services more generally.
- The app requires permission to access certain device settings to function. The permissions are displayed in the App Store and Google Play Store, and when you download and install the app.
  - Notifications: By downloading the app and 'enabling' each push notification function in the app settings on your device, you consent to DTET and its contractors delivering push notifications to your device to provide information on apprenticeship and traineeship services and to invite you to participate in customer surveys.
  - If you **do not** wish to receive either or both types of push notifications from the app you may disable either or both types of push notification functions in the app settings on your device.
- If you choose not to accept any of the permissions, some features of the app may not work.
- Unless otherwise stated in these conditions of use, no attempt will be made to identify users or users' activities, unless DTET is required by law to do so.

## **Terms and conditions**

The Apprenticeships Info application ('the app') is created and developed by the State of Queensland acting through the Department of Trade, Employment and Training (DTET).

### 1. Compatible devices

• The app is designed for Android and iOS mobile devices.



• DTET may, at its sole discretion, discontinue support for the app, or a particular version of it, at any time and without notice.

#### 2. Your use of the app

- DTET grants to you a non-exclusive, non-transferable licence to download, install and use the app on your compatible mobile device or tablet in accordance with these conditions of use and subject to you complying with them. If you do not accept or agree to these conditions of use, you should not proceed to download, install or use the app.
- You acknowledge and understand that DTET may from time to time update these conditions of use (without notification to you) and you agree that you are obliged to ensure that your use of the app complies with the conditions of use that are published and in force at the relevant time.
- You acknowledge and agree:
  - to only use the app to obtain information relevant to apprenticeships and traineeships, to accept any information or invitations we may send or make available to you including by push notifications and to provide feedback or an enquiry to DTET through the app ('the intended purpose')
  - not to attempt to reverse engineer, modify, copy, transfer, sell, disseminate, distribute, decompile, or disassemble any of the data, software, code, information or material made available or accessible

and

• that the app is provided free of charge and use of the app for commercial gain is strictly prohibited.

#### 3. Data charges and access

- The app requires a functional internet data connection, both for the initial installation and for use.
- Depending on your specific circumstances, your telecommunications provider may charge you a fee for downloading, installing and/or using the app. You acknowledge and agree you are entirely responsible for any such costs.
- DTET disclaims any and all responsibility for or associated with your arrangements with your telecommunications provider including network access and data allowances.

#### 4. Intellectual property

- You do not own the app or any information that is provided to you through it.
- The licence to download, install and use the app does not, and is not intended to, grant you any interest or right with respect to any intellectual property in the app, associated services or any other information or data.
- DTET reserves all its rights in the intellectual property residing in the app and the data and information generated or produced by the app, including without limitation, copyright, trademarks and designs.
- If you provide feedback or an enquiry to DTET through use of the app, you grant DTET a worldwide perpetual irrevocable licence to use and disseminate your feedback or enquiry for the purposes of improving DTET's services and to respond to your enquiry if you request a response. You agree to not insert or send any malicious, harmful, derogatory, unlawful or defamatory content in connection with the app.

#### 5. No warranty

- The app is provided 'as is' and DTET does not expressly or implicitly warrant that the app is fit for any particular purpose, including the intended purpose.
- Additionally, DTET does not warrant:
  - the accuracy, reliability, adequacy or completeness of the app or the data and information it contains or provides
  - the app will be error free or available for use at any particular time without interruption
  - $\circ$   $\$  the app will meet your requirements or apply to your circumstances

or

 that any website including any third-party app store is free from any viruses or malicious software or code which may be transmitted to a mobile device in connection with the download and installation of the app.

## 6. Limitation of liability and indemnity

- To the maximum extent permitted by law, DTET disclaims and excludes all liability for any claim, liability, loss (including loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss), damage or expense of any kind, however caused (including by negligence), arising out of or in connection with the app including its download, installation and use.
- You hereby release, discharge, indemnify and hold harmless DTET and each of its officers and employees from and against any claim (including by you) which may be brought against or made upon or incurred by any of them in connection with:
  - o your use of the app (whether or not that use is for the intended purpose)
  - o your breach of these conditions of use
  - $\circ$  a breach of any law associated with the use of the app

or

o your infringement of the intellectual property rights or moral rights of any third party.

#### 7. Updates and availability

• From time to time, DTET may issue updates to the app and the continued functionality of the app may depend on you downloading the relevant update.

#### 8. Support and communications

 If you have any questions or comments concerning the app, contact us (via <u>apprenticeshipsinfo@qld.gov.au</u>) and we will endeavour to respond to you as soon as possible.

#### 9. Severability

 If any part of these conditions of use are determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the conditions of use and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

### 10. Governing law

• These conditions of use are governed by and construed in accordance with the laws of Queensland and in the event a dispute arises from these conditions of use, you submit to the non-exclusive jurisdiction of the courts of Queensland.