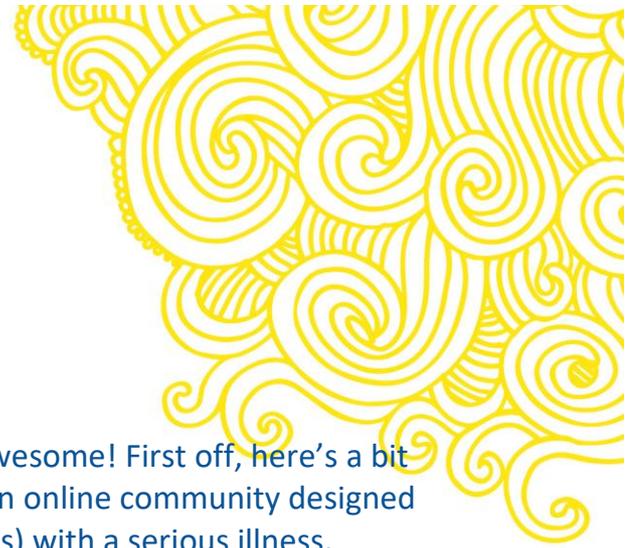




Livewire online

Terms & conditions



1 Introduction

So you want to be part of the Livewire Community – awesome! First off, here’s a bit about who we are and what we’re about. Livewire is an online community designed to connect and support young people (and their siblings) with a serious illness, chronic health condition or disability.

It’s a place to connect and chill out and be part of a community of young people who just get it. A place where you feel understood and supported while also supporting others going through similar stuff.

Before you can jump on, access Livewire and connect with other members and share your content we just need explain some of the serious stuff (terms and conditions for the use of livewire.org.au (**Terms**) and our [Privacy Policy](#) so that you (and if you are under 18, your parents) are across how it all works and what’s ok and what’s not. We want to make sure that everyone is protected and that Livewire is always a safe, fun and supportive place to be.

For the purposes of these Terms, “we”, “us”, and “our” means

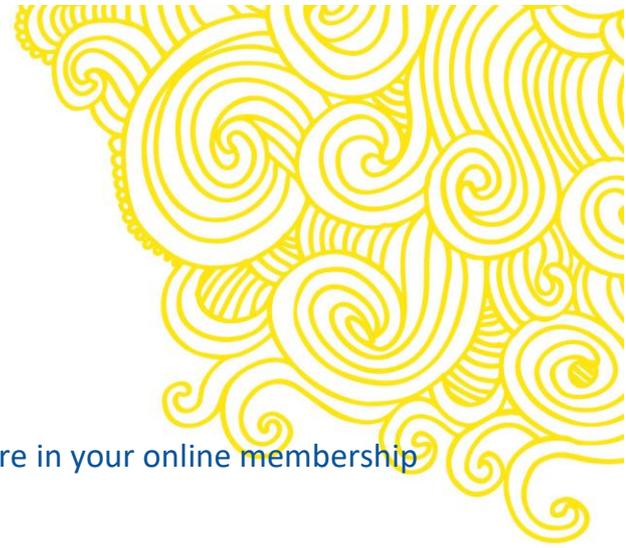
Starlight Children’s Foundation Australia (ABN 80 931 522 157) (**Livewire**), operator of the livewire.org.au website (**Livewire Community**), and “you” and “your” refers to you and other Livewire members and website users.

Once you’ve read and accepted the Terms and Privacy Policy you’ll have access to the Livewire Community. These policies may be updated from time to time but don’t worry, we’ll let you know when any updates are made!

2 Eligibility for Membership of Livewire Online

To become a Livewire member (think of it as your “access all areas” pass!) you must meet the following criteria:

- Be aged 12-20 years;
- Have a serious illness, chronic health condition or disability or have a sibling with one of these three conditions;
- Submit the online membership application; and
- Validate your identity within 2 weeks of submitting your online membership application to receive full access to the Livewire Community.



3 Registration and Validation process

To make sure that we know you are who you say you are in your online membership application, we will:

- Chat with your parent or guardian (if you are under 18) to confirm your identity by asking some questions and ask they familiarise themselves with these Terms, and to seek their consent for you to participate in the Livewire Community.
- If you are over 18 we'll speak with you directly and ask some questions so we can validate your account, as well as speak with your emergency contact.

Once we validate you we will send you a welcome email and cc your parent or guardian in (if you are under 18) so they have access to these Terms.

4 Updates to these Terms

We may need to make changes to these Terms from time to time. When that happens, we will let you know by:

- if you are 18 or over, sending a notification to you through a popup window when you log in to the Livewire Community; and
- if you are under 18, notifying your parent or guardian by email; or
- by emailing all members and their parent or guardian

It is important that if you, or where you are under 18, your parent or guardian, do not agree to a change we make to these Terms, that you do not continue to use the Livewire Community.

5 Details, details, details!

- When we validate your account we'll need to grab some further details including your postal address (so we can send you awesome prizes and update you on important Livewire Community developments!) and the nature of your or your sibling's illness or health condition including contact details of someone who can confirm this.

- If you are under 18, we will ask you to provide contact details for your parent or guardian.
- If you are over 18 we'll ask for an emergency contact person.
- Another way we can validate your account is through a Livewire In-Hospital Facilitator. If they've signed you up in hospital, you'll be able to access the whole Livewire Community straight away – we will contact you at a later date and collect your postal address and details on your illness or health condition.
- Prior to your validation, you'll have limited access to the Livewire Community, where you'll still be able to post but not connect directly with other Livewire members.

6 Using Livewire

Livewire is all about connecting with others who just get it! We need to make sure however that you understand that any advice given by staff, other members or chat room guests, is not to be confused with or substituted for professional medical advice, diagnosis or treatment.

As a part of the Livewire Community you, the Chat hosts (that's our Livewire team members) and other Livewire members can upload different forms of content including, pictures, status posts, comments, articles and videos (**User Content**).

It's our job as Chat hosts to moderate, monitor and review all User Content that is posted on the Livewire Community. If we feel that the User Content is not appropriate in any way, we will remove, edit or reject it from being posted entirely. This includes any private or public chat messages available on the site. We want to keep you safe and ensure that this is an environment that suits everyone.

We will not share User Content that you uploaded in Livewire with anyone who is not a Livewire member or not associated with Livewire, except when we need to investigate a techy issue impacting on the site or if we need to look into any possible breaches of these Terms, the Privacy Policy or any other guidelines or terms displayed on the Livewire Community. In these cases, we may need to share your User Content with our third party service providers.

By reading this you understand and agree that Livewire members' views and opinions expressed on the Livewire Community are those of the members writing them and do not necessarily reflect our viewpoint. You agree that we have no

responsibility for and do not guarantee of the accuracy or quality of any User Content uploaded to the Livewire Community.

You also understand that we, as moderators, at any time and without notice to you, can modify and shut down, either temporarily or permanently, the Livewire Community, or any part thereof, for any reason. We also cannot guarantee that the Livewire Community will be accessible, available or error free.

When using the Livewire Community, you agree not to:

- upload any User Content in a way that breaches any law or regulation.
- use the Livewire Community in a way which infringes the copyright, moral rights, other intellectual property rights, or the confidentiality or privacy rights, of any other person;
- use the Livewire Community in a way that may cause us to breach any law or regulation.
- breach these Terms, the Privacy Policy or any other guidelines or terms displayed on the Livewire Community;
- Upload inappropriate, offensive, defamatory, discriminatory, abusive, hateful, violent, obscene, indecent, vulgar or threatening User Content;
- harass, stalk or otherwise subject any other person to unwanted or inappropriate contact or communication;
- encourage, endorse, approve or recommend the performance of dangerous or illegal acts including violence towards other people, suicide or self-harm;
- provide any information that is or is likely to be false, misleading or deceptive information including impersonating any other person;
- collect information about other users of the Livewire Community for any purpose other than what has been approved by us
- distribute a computer virus or any similar program or code that may disrupt, interrupt use of or disable the Livewire Community.

You acknowledge that you are responsible for having the tools necessary to access the Livewire Community, including internet connection and a device to access the site, and acknowledge that access to the site may involve third-party fees (such as Internet service provider charges or other airtime charges). You acknowledge that you are responsible for any and all fees and for obtaining all equipment necessary to access and use the Livewire Community.



7 Removing User Content and Termination of Membership

(This bit's heavy going, but stick with it!)

7.1 Removal of User Content

We may, at any time, without prior notice to you, remove or refuse to upload any User Content which we consider in our discretion to:

- i. be in breach of these Terms, the Privacy Policy or any other guidelines or terms displayed on the Livewire Community; or
- ii. interfere with the technical operations of the Livewire Community.

7.2 Termination of membership

We may terminate or suspend your Livewire membership, and prevent your access to and use of the Livewire Community and User Content, at any time, without prior notice to you, if:

- i. you breach these Terms, the Privacy Policy or any other guidelines including the community standards or terms displayed on the Livewire Community;
- ii. requested to do so by law enforcement or other government agency;
- iii. you request us to terminate your membership;
- iv. unforeseen technical or security issues arise; or
- v. there has been an extended period of inactivity in your Livewire membership.

7.3 Disclaimer

We will not be liable to you for any loss or damage that you or any other person may suffer as a result of any removal or failure to store any User Content or if your Livewire account is terminated or suspended for any reason.

8 Privacy

As part of the registration process and through your access and use of the Livewire Community, you will give us some of your personal info. We will only use your personal info as described in our [Privacy Policy](#).

Make sure that you don't upload any information that you don't feel comfortable other people knowing. You agree not to upload or disclose any of your own personal information or any other person's personal information on the Livewire Community.

You must not ask for, or pressure any other person to provide you with their personal information through the Livewire Community.

If you disclose personal information about yourself or another individual through the Livewire Community, you will remain responsible for how your personal information, or the personal information of another member is used by the person you give it to and any other third party. We (including our related bodies corporate, our directors, employees, contractors and agents) do not take any responsibility for the disclosure, solicitation or use of personal information in breach of these Terms.

Community rules apply when using the Livewire Community including certain personal information that cannot be shared. This includes:

- Surnames;
- Personal Phone numbers;
- Personal Email addresses;
- Personal Address;
- Contact details and logins for other sites e.g. facebook, Instagram, SnapChat;
- Links to other urls (unless approved);
- School name and location;
- Locations of other places regularly frequented (e.g. after school clubs); and
- Information that could be deemed harmful, offensive or inappropriate.

If you become aware that you or someone else has shared any of the above information, please contact us using the contact details below.

9 Security

So you can access your Livewire Community account and personal details, you will set up a username and password.

Remember to always keep your password safe and don't give it out to anyone. If you become aware that someone is using your login details to log into Livewire, contact

us straight away so we can fix the problem. You can change your password at any time.

10 Liability, Warranties and Indemnity

The Livewire Community and its User Content is accessible to you 'as is'. We can't guarantee a perfect site. We, and our related bodies corporate, directors, officers, employees and agents exclude all representations and warranties of any kind, whether express or implied, regarding the currency, accuracy, completeness, suitability, functionality or reliability of the Livewire Community, including the User Content.

While we make sure to our fullest extent that the Livewire Community is available to you, we do not guarantee or warrant that access will be uninterrupted, error free or secure.

You acknowledge that your use of the Livewire Community is at your own risk. If you're unhappy with the Livewire Community, your sole remedy is to stop using the site and request we delete your Livewire account.

However, we will always try to make sure that the Livewire Community meets all needs as much as we can.

We will not be liable to you for any loss or damage that you or any other person may suffer, however arising, in connection with any loss, damage, corruption, alteration or misuse or an User Content or otherwise arising out of your use of the Livewire Community.

You are solely responsible for any User Content which you upload to the Livewire Community. To the maximum extent permitted by law, we, our related bodies corporate, directors, officers, related employees and of Livewire exclude all liability for any type of loss or damage (including consequential) that you or any other person may experience, whether arising under contract, or not, or for any claims made against you, in connection with your access to or use of the Livewire Community, including any User Content uploaded by you, any other Livewire member or any other information made available on the Livewire Community.

If you have a disagreement with another Livewire member, you release us and all related employees, from all claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with the disagreement.

By accepting these Terms or by using and accessing the Livewire Community, you (if you are over 18 years of age) or your parent or guardian (if you are under 18 years of age) hold us and all related employees and agents harmless against any loss, damage, liability, compensation, fine, penalty, charge, cost or expense, including all reasonable legal costs and expenses that may be incurred by us as a result of any claim or demand made against us by any third party arising out of:

- your breach of these Terms, the Privacy Policy or any other guidelines or terms displayed on the Livewire Community;
- your infringement of any law or regulation; or
- your infringement of the rights, including any intellectual property rights, of a third party.

11 Research and Evaluation

We are committed to ensuring that the Livewire Community meets the needs of all Livewire members. From time to time, we may undertake research and evaluation activities to gain feedback and to better understand your needs.

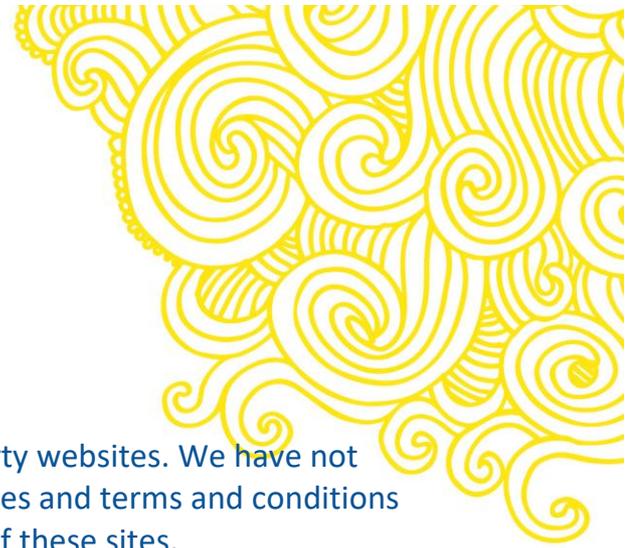
This may consist of us asking Livewire members to complete short surveys whilst visiting the Livewire Community. All information collected by us will be maintained in accordance with relevant Australian research standards and our Privacy Policy.

Livewire members can of course choose not to participate, or withdraw from participating, in these activities at any time. This will not affect your relationship with Livewire or your use and access to the Livewire Community and other Livewire programs. Just let us know if you do not wish to participate.

The information we gather from these research and evaluation activities may be presented in reports, conference papers or published in journals or media releases, but don't worry your name won't ever be used or disclosed.

If we're looking for Livewire members to assist in media releases or conference presentations, we'll ask for additional consent from your parent or guardian if you're under 18 years or from you if you are aged over 18 years.

If you have any questions regarding Research and Evaluation, please contact Livewire on +61 2 8425 5971.



12 Third Party Links

The Livewire Community may contain links to third-party websites. We have not reviewed any third-party website or their privacy policies and terms and conditions therefore we accept no responsibility for the content of these sites.

If you use any link on the Livewire Community then the terms and conditions or policies of the organisation operating that third-party website, and not these Terms, will apply to any information you provide about yourself or obtain once you have entered that link. We accept no responsibility or liability for any loss or damage whatsoever that may be incurred as a result of you accessing any linked third-party websites.

13 Cookies

We use cookies. Cookies are small files which are stored on your computer from web sites that you visit. Cookies do not pass any personal information to us or any other organisation and are only used to identify your browser (so any late night cookie snacking stays private!). They hold information about your Livewire Community usage, preferences and other information that helps us personalise your Livewire experience.

14 Intellectual Property

14.1 Livewire Intellectual Property (IP)

We're big on protecting knowledge and ideas so all Livewire text, graphics, photographs, logos, trademarks and other content is protected by copyright, trademarks and other proprietary rights.

Content (excluding User Content) means both content owned or licensed by us and content owned or licensed by third parties. All IP rights, including trademarks, copyright and database rights in the Livewire Community and content (excluding User Content), are owned by us and any related employees.

You acknowledge that you have no ownership rights in or to any of the Livewire IP, including any of our or any third party's trademarks or trade names contained in the Livewire Community.

We grant you a non-exclusive, non-transferable, personal licence (without a right to sublicense) to access, download and use any Livewire IP for the sole purpose of accessing and using the Livewire Community in accordance with these Terms.

When using our IP, you need to follow these Terms and any exceptions need our prior written consent. You must not:

- use, copy, reproduce, adapt, make derivative works of, publish, display, broadcast, communicate to the public, distribute or perform in public any Livewire IP for commercial purposes;
- use any of our or any third party's trademarks or trade names contained on the Livewire Community;
- decompile, disassemble or reverse engineer any part of the Livewire IP; or
- remove any copyright or other proprietary notices from the Livewire IP.

You agree to let us know straight away should you become aware of any unauthorised use of the Livewire IP by any party or of any claim that the Livewire IP infringes any copyright, trademarks or other right of any party.

14.2 Licence to User Content

Sharing User Content is at the heart of what the Livewire Community's about, so it's important that you know how your User Content will be used.

- i. You grant us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide licence (with a right to sublicense) to use, copy, reproduce, adapt, make derivative works of, publish, display, broadcast, communicate to the public, distribute, perform in public, and otherwise exercise the intellectual property rights in any such User Content for any purpose, including making such User Content available to others and for any promotional or communication activities;
- ii. you acknowledge and agree that others who register and become Livewire members have access to and may download your User Content; and
- iii. You agree that we can use your User Content as outlined in these Terms and we would seek your permission to use your User Content outside of Livewire or the stated guidelines.



15 General

15.1 Applicable Law

These Terms are governed by the laws of New South Wales, Australia. Both you and Livewire agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

15.2 No Agency

We are not your agent for any purpose in relation to these Terms or your use of the Livewire Community.

15.3 Waiver

Our failure to act on a breach of these Terms by you or any other person does not waive our right to act on subsequent or similar breaches. Neither us nor you may rely on the words or conduct of the other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.4 Invalidity and enforceability

If any provision of these Terms is invalid under the law of any jurisdiction, the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

15.5 Notices

Legal notices must be served at the following address for notices served on us:

Level 3, 80 Chandos St. Naremburn NSW 2065.

In the case of legal notices to be served on you, all notices will be sent to the email address you provide to us during the registration process.

15.6 Entire Agreement

These Terms, the Privacy Policy and any other guidelines or terms displayed on the Livewire Community represent the entire agreement between you and Us regarding their subject matter, and supersede all prior agreements between you and Us.

15.7 Survival

The following sections survive any termination of these Terms: section 1 (Introduction), section 5 (Removing User Content and Termination of Membership),



section 6 (Privacy), section 8 (Liability, Warranties and Indemnity), section 12 (Intellectual Property), and this section 13.7 (Survival).

These terms were last updated in [June 2020].,

