



iVALUE
Powering Resilient Families

iValue App (Application and Website) Privacy Policy

Disclaimer and Indemnity

All information and recommendations are made without guarantee from InspirED. InspirED disclaim any liability in connection with the use of this information. InspirED cannot accept any legal responsibility or liability for any actions resulting from the implementation of any advice mentioned in this App or Website. If you suspect you have a medical problem, we urge you to seek competent medical help. Every reasonable effort has been made to ensure that factual content is accurate and in context. Mention of companies, treatments, organizations or authorities in this App does not imply endorsement of them.

InspirED apologizes for any errors or omissions and would be grateful to be advised of any information that could be incorporated in future versions of the App.

Website And Application Terms Of Use

iValue App is an interactive app that uses the power of creating and sharing values to enhance family and young peoples' wellbeing and resilience.

1. Terms of Use

1.1 The website, located at iValueApp.com and the associated application known as iValue App (**Application**), are owned and operated by InspirED (Foundation for Creative Intelligence Ltd (FCT)).

1.2 By downloading, installing, displaying or using the Website and/or Application, you agree to be bound by the terms and conditions set out herein (Terms of Use).

1.3 In these Terms of Use, a reference to "we" or "us" is a reference InspirED.

1.4 A reference to "you" or "your" in these Terms of Use is a reference to any person accessing, viewing or using the Website or Application, including a Registered User.

1.5 These Terms of Use also incorporate and include the iValue App Privacy Policy available at www.iValueApp.com

2. Registration and Use

2.1 You may use the Website and/or Application to view information and material and participate in iValue courses, programs and products.

2.2 In order to subscribe to the newsletters and updates, you will need to register.

2.3 You may only use the Website and Application:

- (i) for personal use;
- (ii) as part of a workplace/schools program provided by InspirED; or
- (iii) if you are an educator within a school, to incorporate creating and implementing value sessions in the lessons you deliver to students.

2.4 You may access the Website and Application at any time, unless we have restricted access to perform necessary maintenance, updates or upgrades. Your ability to access the Website and Application will otherwise depend on factors outside our control and we do not guarantee that the Website and Application will be available at all times or accept any responsibility for factors outside of our control such as the quality of your internet connection, the type of computer or mobile device used to access the Website or Application and your software.

2.5 The Application is currently available on mobile devices running Apple iOS and the Website is available on devices running compatible internet browsers. If the requirements for Apple iOS, any compatible internet browser or any additional system we decide to extend the availability of the Application, may change, you may need to download or perform updates if you would like to continue your use of the Application or Website. We do not accept any responsibility if your use of the Application is affected during this time.

2.6 You acknowledge that you have no rights in, or to, the Website or Application or technology used to support the Website or Application, other than the right to use the Website and Application in accordance with the Terms of Use.

3. Open and Transparent Management

We take our obligations under the Act, the Australian Privacy Principles and the GDPR (General Data Protection Regulation) very seriously and have

implemented practices, procedures and systems to ensure we comply with those laws.

We are committed to maintaining the confidentiality and security of your personal information and managing it in an open and transparent way.

At InspirED, we respect the privacy needs of our valued customers. This Privacy Policy applies to InspirED & the iValue App and describes how we manage your personal information, including the collection of personal information through the iValue App website and the Foundation for Creative Intelligence website and how that information is used. The iValue App does not collect personal information. Maintaining the privacy of your information is of paramount importance to us.

4. Information Collection

The iValue App does not collect any personal information.

4.1 Personal Information (that is not sensitive information)

We will only collect your personal information where:

- (a) it is reasonably necessary for us to pursue one or more of our functions or activities; or
- (b) we are required to by law.

4.2 Types of information collected

Personal information means, in general terms, information or an opinion that personally identifies you, or from which you are reasonably identifiable. We may collect personal information about you when you:

- subscribe for our newsletters or emails
- call us
- write to us or
- purchase goods through our website

In the process of conducting our operations and providing our services, we collect a range of personal information about our current and prospective users, suppliers, agents, service providers, other business associates and the people who run the businesses we deal with. This information can include such things as:

- name
- email address
- date of birth
- gender
- school

- postcode
- workplace/school name

If we do not collect your personal information, some or all of the following may happen:

- we may not be able to provide the requested services to you, either to the same standard or at all;
- we may not be able to provide you with information about services or products that you may want, including information about special offers and promotions;
- we may be unable to tailor the content of our website to your preferences and your experience of our website may not be as enjoyable or useful.

It is not generally practicable for us to provide you with the option of dealing with us anonymously or using a pseudonym because we need to verify the identity of individuals authorising electronic payments to us and to verify the identity of individuals who are nominated as authorised users of our services.

4.4 Sensitive information

We treat all information provided by you in response to questions asked on our Website as sensitive information. Other than in circumstances addressed in Section 4.5 below, we will only collect your sensitive information when:

- (a) we have your consent; and
- (b) the collection is reasonably necessary for us to carry out one or more of our functions or activities.

4.5 Exceptions to the need for your consent

We will not need your consent to collect your sensitive information when:

- (a) the collection is required or authorised by law;
- (b) a “permitted general situation” exists as defined under the Act; and
- (c) a “permitted health situation” exists as defined under the Act.

4.6 Collection by lawful and fair means

We will only collect your personal information by lawful and fair means. This includes:

- using analytics tracking on our Website,

- “Cookies” on our Website and

See the information related to “Cookies” in 9.2 and 9.3 below.

4.7 Collection of personal information

Where possible, we collect your personal information directly from you or through your use of the Website, as this is the best way to ensure its accuracy. It also provides you with an opportunity to contact us with any questions about our Privacy Policy before collection. We may also collect your personal information through correspondence with you (whether by letter, fax, phone, forms or email).

We will only collect your personal information from a third-party where:

- (a) we have your consent to collect it from a third-party; or
- (b) we are required or authorised by law; or
- (c) it is unreasonable or impracticable to collect the information directly from you.

For example, if you participate in a workplace/schools program, seminar or workshop we may collect your personal information from your school/employer. If you sign up for an Account through a third-party platform such as Facebook or Google, we will collect your personal information from that platform upon sign-up.

5. Purposes for Collecting, Holding and Disclosing Information

5.1 Collection, holding, use and disclosing your personal information

We collect, hold, use and disclose your personal information to:

- provide, administer, improve and personalise our products and services,
- maintain and update our records,
- manage our relationship with you and our customers and
- deal with your enquiries and concerns.

We may also collect, use and disclose your personal information in connection with responding to suspected fraud, misconduct and unlawful activity.

5.2 Collection of demographic and profile data

If you are our customer, your personal information is used to create your personal access to our products and to contact you in the course of using this product. Financial information that is collected is used to verify, identity

and to bill either you or your company for products and services, as applicable. Demographic and profile data collected by the Website may be used to tailor our website or any requested email communications, and to display information that is more relevant to you. Our website also may compile demographic and product use information, but in the aggregate only, and may make that aggregate information publicly available. Under no circumstances will InspirED make any personal information about an individual user available publicly in this manner.

5.3 Permission-based email

Your email address and phone number are used to only send you information that you have requested. The Website adheres strictly to a permission-based email policy. Except as mentioned above, InspirED will not send you unsolicited email information, commercial offers or advertisements. InspirED will not sell, rent, or loan our contact lists or our customer's contact lists (including customer data) to any outside firms not involved in the provision of InspirED's services. All emails that you have requested will have an option to unsubscribe. Unsubscribe requests are fulfilled within minutes and no further communications will be sent to users who have stated that they do not wish to receive the specified information.

5.4 Use or disclosure of personal information

InspirED will not use or disclose your personal information without your consent, except:

- where required or authorised by law;
- to implement the terms of any agreement we have with you;
- to assist the lawful investigation of a law enforcement authority;
- to protect the rights, property or personal safety of another iValue customer, any member of the public or iValue App Website
- where the assets and operations of InspirED are transferred to another party as a going concern; or
- as otherwise described in this Privacy Policy.

5.5 Exchange of personal information

We may exchange your personal information with our related bodies corporate, your representatives and with our service providers that assist us with archival, auditing, accounting, customer contact, legal, business consulting, banking, payment, delivery, data processing, data analysis, information broking, research, investigation, website or technology services.

6. Cross-border Disclosure of Personal Information

We will always endeavour to store your information on an Australian server. However, in circumstances where this is not practical, we may disclose your

personal information to an overseas third party. The third parties are typically service providers who provide data processing and storage services and IT support services. We may also disclose your personal information to our service providers who are based overseas. The countries in which entities to whom we disclose your personal information are located include, but not limited to, the United States of America.

If we disclose your personal information to any recipient located outside of Australia, we will take reasonable steps to ensure that the recipient also treats that information in accordance with the Act and the GDPR.

7. Security of Personal Information

7.1 Protection

We will take such steps as are reasonable in the circumstances to protect your personal information:

- from misuse, interference and loss; and
- from unauthorised access, modification or disclosure.

7.2 Destruction

Personal information is destroyed or de-identified when no longer needed.

When we no longer need your personal information for a permitted purpose and we are not required to keep it to comply with any laws, we will take such steps as are reasonable in the circumstances to destroy your personal information or to ensure that the information is de-identified.

As our websites are linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

8. Communications

8.1 Special Offers and Updates

Established users will occasionally receive information on products, services, special deals, and a newsletter. Out of respect for the privacy of our users we present the option to not receive these types of communications. Customers can unsubscribe via the unsubscribe mechanism at the bottom of each email or SMS.

8.2 Newsletter

If a user wishes to subscribe to our newsletter, we ask for contact information such as name and email address. We provide a way to opt-out of these communications via the unsubscribe mechanism at the bottom of each email.

8.3 Service Announcements

On rare occasions it is necessary to send out a service-related announcement. For instance, if our service is temporarily suspended for maintenance, we might send users an email. Generally, users may not opt-out of these communications, though they can deactivate their account however, these communications are not promotional, in nature.

9. Website Usage Information

9.1 Site use information

We use your IP address to help diagnose problems with our server, and to administer our website. We do not link your IP address which accesses our website to any personal information. We use tracking information to determine which areas our site users visit based on traffic to those areas. iValue App website does not track what individual users read, but rather how often each page is visited. This helps us maintain an enhanced and informative website for you.

9.2 Cookies

Cookies are small files that are transferred to your computer's hard drive through your web browser and enable our site to recognise your browser and remember certain information. We use cookies and tracking software to:

- compile aggregate data about site traffic,
- site interaction and
- usage of the Website

This will allow us to offer better experiences and tools in the future. You may be able to configure your computer so that it disables cookies or does not accept them. For example, some third-party vendors including Google, use cookies to deliver advertisements based on your prior visits to their website. You have the option to opt out of Google's use of cookies by visiting the Google advertising opt out page at www.google.com/privacy_ads.html.

10. Access To and Correction of Your Personal information

10.1 Access to personal information

You may request access to any personal information we hold about you at any time by contacting us using the details at the end of this policy. Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (e.g. by providing online access, emailing or mailing it to you). Depending on the information you request access to, we may charge you a fee to cover our administrative and other reasonable costs in providing the information to you. We will not charge for simply making the request and will not charge for making any corrections to your personal information.

10.2 Granting access to personal information

There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.

10.3 Amendment of personal information

If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if or whether the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the personal information stating that you disagree with it.

10.4 Request for access to personal information

To make any request for access or correction to personal information, please contact us using the details at the end of this Privacy Policy.

11. Intellectual Property

All intellectual property in the Website and Application is owned by InspirED or its licensors and unless permitted by law or with express prior written consent granted by InspirED or its licensors, you must not:

- (a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of the Website or Application; or
- (b) commercialise any information, products or services obtained from any part of Website or Application.

12. Third-Party Websites and Applications

12.1 Third-party websites and mobile applications

The Website and Application may contain links to websites and applications owned and operated by third-parties. We are not responsible for the operation, security levels, content or any other aspect of any third-party websites and mobile applications.

12.2 Links to third-party websites

Links to third-party websites and mobile applications are provided solely for your convenience and do not indicate our endorsement or affiliation with them or their products and services.

12.3 Representations or warranties

We make no representations or warranties and are not liable for:

(a) the content or accuracy of any information contained in linked websites and applications and third-party websites and applications; and

(b) any loss or damage suffered as a result of access to, or use of, these third-party websites and mobile applications, or the reliance on the information contained within.

12.4 Suitability of the content of third-party websites

You must make your own enquires as to the suitability of the content of third-party websites and applications and the goods and services available for sale on them.

12.5 Third-party websites and applications terms and conditions

Third-party websites and applications may be governed by their own terms and conditions (including their privacy policy), which will apply to your use and acquisition of their products or services. Accordingly, we strongly recommend that you read their terms and conditions.

13. Raising a Concern or Lodging a Complaint

13.1 Concerns

If you believe that we are breaching the Australian Privacy Principles and/or the GDPR and that we have breached your privacy, please contact us using the details at the end this Policy and provide details of the incident so that we can investigate it.

13.2 Complaints

We request that complaints about breaches of privacy be made in writing, so we can be clear about the details of the complaint. We will attempt to

confirm as appropriate and necessary with you your understanding of the conduct relevant to the complaint and what you expect as an outcome. We will inform you whether we will conduct an investigation, the name, title, and contact details of the investigating officer and the estimated completion date for the investigation process.

13.3 Contact regarding complaints

After we have completed our enquiries, we will contact you, usually in writing, to advise the outcome and invite a response to our conclusions about the complaint. If we receive a response from you, we will assess it and advise if we have changed our view.

13.4 Dealing with concerns or complaints

We will assist you with your concern or complaint in a fair and speedy manner. However, if you are not happy with the outcome you may contact us again or you may wish to contact the Australian Privacy Commissioner in writing at the following address:

Australian Privacy Commissioner
Office of the Australian Information Commissioner
GPO Box 5218
Sydney NSW 2001
Australia

14. Policy Review and Modifications

This policy will be reviewed at a minimum once per year to ensure it is in compliance with legislative requirements or to reflect any changes to our business.

We may change this Privacy Policy from time to time. If we make changes to this Privacy Policy, we will highlight the changes on our website and email users who have given us permission to do so. Please check this Privacy Policy periodically to keep up-to-date.

15. Contacting InspirED About Privacy

A copy of this policy, in a reasonably requested form, is available to anyone requesting it.

Please contact us, as shown below, if you have any questions about this Privacy Policy, including further information regarding:

the processes for identifying, assessing and managing privacy and security risk, as well as developing and monitoring controls for those risks;

the security protections (for example, encryption, audit and monitoring) we have in place (see APP 11.1), taking into account the guidance in the OAIC's Guide to Information Security
<https://www.oaic.gov.au/privacy/guidance-and-advice/guide-to-developing-an-app-privacy-policy/>

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We give thanks to and acknowledge, recognise and pay respect to Aboriginal and Torres Strait Islander Peoples, their ancestors, the elders past, present and future from the different First Nations across Australia and First Nations peoples across the world. We recognise and value the importance of connection to land, culture, spirituality, ancestry, family and community for the wellbeing of all Aboriginal and Torres Strait Islander and First Nations children and their families.