

Terms of Use: Queensland Government Land Use Survey Application

Before downloading or using the QLUMP Application ("the App") you must carefully read, and agree to, the Terms of Use below.

1. Definitions and interpretations

'App' means the Queensland Land Use Mapping Program (QLUMP) Program Application, and any updates or improvements to it.

'Intellectual Property Rights' means all intellectual property rights, including all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia or elsewhere, or as protected by statute from time to time, whether created before or after commencement of these Terms of Use, but excludes Moral Rights.

'Moral Rights' means the moral rights of attribution of authorship, right not to have authorship falsely attributed and right of integrity of authorship specified in the *Copyright Act 1968 (Cth)*.

'Terms of Use' means these terms and conditions governing the download and use of the App.

'We', 'us' and 'our' means the Queensland Government (as represented by the Department of Science, Information Technology and Innovation).

'You' and 'your' means the legal entity or entities using this App.

2. Terms of Use

2.1 Your download and/or use of this App is conditional upon your acceptance and compliance with these Terms of Use. By downloading and using the App, you agree to be bound by these Terms of Use.

2.2 We have the right to update these Terms of Use or any feature of this App at any time without reference to you. It is your responsibility to ensure you are aware of any changes to these Terms of Use each time you use the App. These Terms of Use are in addition to and inclusive of any other third party terms that may apply to your access and download of the App.

2.3 In downloading and using the App, you acknowledge and agree:

- (a) that you have read and understood these Terms of Use and will comply with these Terms of Use; and
- (b) that any breach or failure to comply with these Terms of Use may result in your use of the App being suspended or terminated.

3. Disclaimer of liability

3.1 We disclaim and exclude, to the maximum extent permissible by law, any terms and conditions implied by law relating to any loss or damage that may be suffered by you as a result of you using the App. You acknowledge that you use the App entirely at your own risk.

3.2 Without limiting the above paragraph, we disclaim and exclude, to the maximum extent permissible by law, all warranties, express or implied, including without limitation any warranty as to the accuracy, quality, context, completeness, availability, reliability or suitability for any purpose, of the App and any content accessed through the App.

3.3 You agree to release us from all responsibility and all liability in contract, or in tort, or pursuant to any other common law or statutory cause of action whatsoever arising under these Terms of Use or in connection with your use of this App, for any claim, loss or damage.

3.4 We do not warrant or make any representations and disclaim and exclude, to the maximum extent permitted by law, all liability as to the following:

- (a) that your mobile device or system will meet the minimum requirements (as apply from time to time) to enable your use of the App;
- (b) that your use of the App will be uninterrupted, undelayed or error free;
- (c) the quality or appropriateness of App content;
- (d) any non-compliance with foreign and local laws if you use this App outside Australia;
- (e) any exposure to virtual items of a destructive nature such as viruses, worms, Trojan horses etc.

3.5 To the extent that we are found to be liable in any circumstance, we limit our maximum liability to the resupply of the App service. We will be not be liable for any special, indirect or consequential loss or damages of any kind.

4. Indemnity

4.1 You agree to indemnify us and our officers, employees, agents and contractors (including sub-contractors) ('those indemnified') from and against all actions, proceedings, claims demands, costs (including all reasonable legal costs and all reasonable costs associated with defending those indemnified), losses, damages and expenses, and any direct, indirect, incidental or consequential loss or damage, including those arising out of the terms of any settlement, which:

- (a) may be brought against or made upon those indemnified; and
- (b) those indemnified may incur on their own behalf or sustain as a result of a third party claim, arising out of or as a consequence of:
 - (i) your use of this App
 - (ii) any breach of these Terms of Use by you; or
 - (iii) any wilful, unlawful, or negligent act or omission by you relating in any way to this App.

5. Intellectual property and copyright

5.1 Intellectual Property Rights in the App are owned by the State of Queensland as represented by the Department of Science, Information Technology and Innovation.

5.2 We own or are otherwise permitted to use, publish, display and distribute the content in the App.

5.3 You grant to us a perpetual, irrevocable, non-exclusive, royalty-free, worldwide licence (including right of sublicense) to use, adapt, reproduce, publish and exploit for any purpose, any photos or other copyrighted material which you submit or upload to the App.

5.4 In submitting or uploading any photos or other copyrighted material to the App, you warrant:

- (a) you are the owner of Intellectual Property Rights in the photos or other material, or are legally permitted to provide the material to us in accordance with these Terms of Use;
- (b) that our or other user's publication or use of the material as contemplated under these Terms of Use, will not infringe any person's Intellectual Property rights in the material;
- (c) that you will use best endeavours to avoid the material containing the personal information of any person;
- (d) if material does contain the personal information of any person, that you have obtained that person's consent for the collection, use and disclosure of that personal information as contemplated in these Terms of Use;
- (e) that while we will use best endeavours to not infringe your Moral Rights in the material, you consent to us possibly infringing your Moral Rights in the material; and
- (f) that any other person with Moral Rights in the material, has consented to the possible infringement of their Moral Rights in the material.

5.5 You release and indemnify us against any claim, loss or damage incurred arising from the infringement of any person's Intellectual Property rights or Moral Rights (except to the extent our negligent act or omission directly caused the claim, loss or damage).

5.6 All copyright material available on or through this App is licensed under a [Creative Commons Attribution 3.0 Australia \(CC BY\) licence](#). You are free to use copyright material available on or through this App in line with these licence terms. You must keep any copyright notice on the copyright material and attribute the State of Queensland as the source of the copyright material.

6. Use of this App

This App is made available only for your personal information or business operations. As a user of the App, you agree not to use this App's data to provide or facilitate the breach of any other person's privacy. You are prohibited from uploading or transmitting to this App any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

7. Your personal information

7.1 We manage personal information in line with the [Information Privacy Act 2009 \(PDF, 836KB\)](#).

7.2 We collect and manage your personal information as described in these Terms of Use, unless stated otherwise. 'Personal information' may include your name, address, image, phone number, email address, age, gender, your employer, and your position title.

When using the App

7.3 If you give your personal information to us for us to provide a service to you, you authorise us to use that personal information as necessary to provide the service to you, including in conjunction with other personal information you have provided to us, including for:

- (a) responding to your enquiries
- (b) processing your transaction
- (c) sending you information, notices, reminders or updates on our products and services.

7.4 Your personal information will not be disclosed to a third party without your consent unless required or authorised to do so by law or by these Terms of Use.

7.5 If your personal information has been submitted by an App user as App content without your consent, please contact Andrew.Cark@dsiti.qld.gov.au and we will remove it from the App content.

8. Security and Minimum system requirements

8.1 The Queensland Government is responsible for the security of information while it is collected by, stored on or passing through the systems under our control under Queensland Government Enterprise Architecture Standard: Information Security IS18.

8.2 You are responsible for protecting your computer and mobile device with anti-virus, anti-spyware, firewall and anti-spam software, and keeping this software current.

9. Governing law

These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of Queensland, Australia.

10. Entire agreement

These Terms of Use constitute the whole agreement between you and us, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

11. Waiver

None of these terms and conditions will be taken to be waived except by written notice signed by you and us.

12. Survival of terms

The disclaimer of liability, indemnity, intellectual property and personal information clauses of these Terms of Use survive termination or expiry of this agreement and continue to have effect.

13. Contact us

If you have any questions regarding these Terms of Use or if you encounter any problems with the App, please contact Andrew.Cark@dsiti.qld.gov.au.