

Your Online Journey - End User Licence Agreement (Apple)

1. Using Your Online Journey

Your Online Journey is an educational app published by the eSafety Commissioner on behalf of the Australian Commonwealth government. It aims to build digital literacy and digital confidence for Aboriginal and Torres Strait Islander adult Australians with limited online experience.

Your Online Journey is free of charge to download, install and use, and provided on the terms and conditions set out in this End User Licence Agreement (the **EULA**). Please read the terms and conditions of this EULA before downloading, installing and using Your Online Journey. Do not download Your Online Journey if you do not agree with this EULA.

2. Acknowledgment

This EULA is legal agreement between an individual, or organisation that downloads Your Online Journey (the **End User**) on their Apple-branded device(s) and the eSafety Commissioner (acting on behalf of the Commonwealth of Australia), and not Apple. The eSafety Commissioner is solely responsible for Your Online Journey and the content thereof.

The End User agrees to be bound by the terms of this EULA in consideration of the eSafety Commissioner granting the End User permission to use Your Online Journey set out in this EULA.

3. Commencement

This EULA commences on the date the End User first downloads Your Online Journey and continues until it is terminated under this EULA.

4. Scope of licence

Your Online Journey consist of works or other subject matter that are protected by copyright, including software, text, artworks, video and music. The eSafety Commissioner grants the End User a non-transferable, non-exclusive, revocable, world-wide licence to copy, and reproduce Your Online Journey on any Apple-branded device, that the End User owns or controls, communicate Your Online Journey to the public, or cause it to be seen or heard in public.

The End User is only permitted to exercise the above rights for educational purposes and must not use Your Online Journey for commercial purposes, including for sale or hire. This EULA does not constitute consent to breach the author's moral rights regarding any of the works or other subject matter in Your Online Journey.

Your Online Journey must be used by the End User in accordance with the Usage Rules set out in the Apple App Store Terms of Service.

5. Maintenance and support

The End User acknowledges that eSafety Commissioner and Apple have no obligation whatsoever to furnish any maintenance and support services with respect to Your Online Journey.

6. Warranty

Your Online Journey is provided free of charge on a "as is" basis. While care has been taken to assess Your Online Journey and related information before release, to the full extent permitted by law the eSafety Commissioner does not give any warranty that Your Online Journey, and related information is to fit for use, reliable, free from omission, errors or defects that may impact on the operation of the End User's device.

The eSafety Commissioner and the End User acknowledge that Apple will have no warranty obligation whatsoever with respect to Your Online Journey. In the event of any failure of Your Online Journey to conform to any applicable warranty, the End User may notify Apple.

7. Product claims and Apple

The eSafety Commissioner and the End User acknowledge that, the eSafety Commissioner, and not Apple, is responsible for addressing any claims relating to Your Online Journey or the End User's possession and/or use of Your Online Journey, including, but not limited to: (i) product liability claims; (ii) any claim that Your Online Journey fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

8. Limitation of liability

The End User accepts responsibility for all risks and costs associated with their use of Your Online Journey and related information about Your Online Journey. The eSafety Commissioner and Apple are not liable to the End User for direct, indirect, special, incidental or consequential loss or damage of any character arising from, or in connection to, the End User's use of Your Online Journey, including any loss of data, loss of access to or control of a device, damage to a device, including damage caused by any virus regardless of the cause of such a virus.

9. Intellectual property rights

Except as provided for in this EULA, all other intellectual property rights in Your Online Journey, including the coats of arms, logos, emblems, images, other protected marks are reserved to the eSafety Commissioner and any third party licensors.

The eSafety Commissioner and the End User acknowledge that, in the event of any third party claim that Your Online Journey or the End User's possession and use of Your Online Journey infringes that third party's intellectual property rights, the eSafety Commissioner, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

10. Legal compliance

The End User represents and warrants that (i) it is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) it is not listed on any U.S. Government list of prohibited or restricted parties.

11. Third party terms of agreement

The End User must comply with applicable third party terms of agreement when using Your Online Journey.

12. Third party beneficiary

The eSafety Commissioner and the End User acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the End User's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the End User as a third party beneficiary thereof.

13. Children and third party players

Your Online Journey is designed to be downloaded by End Users including individuals, health workers, trainer and educators. It is specifically designed for adults with low digital literacy, not children.

If the End User permits a child to access Your Online Journey on their Apple device, it is the responsibility of the End User to ensure that the content of Your Online Journey is appropriate for that child, and where appropriate obtain the consent of the child's parent or guardian to use Your Online Journey.

The End User is responsible for ensuring any third party that accesses Your Online Journey on their Apple branded device complies with this EULA.

14. Privacy

The eSafety Commissioner's Privacy Policy is here: <https://esafety.gov.au/about-the-office/privacy-foi-and-legal>.

The eSafety Commissioner does not collect personal information about an End User of Your Online Journey. Anonymous technical information about the download, installation and use of Your Online Journey on a device is collected by the eSafety Commissioner and Apple, including information about how often Your Online Journey is used on a device, the internet protocol (IP) address of the device and associated location based information. Such information is not used to identify the End User, it is used to assist the eSafety Commissioner and Apple with internal research, to understand how many people download and use Your Online Journey and improve the services and relevant activities. Information about Apple's privacy policy can be accessed on the privacy section of its website.

15. Variation

The eSafety Commissioner may vary the terms and condition of this EULA at any time by publishing the new EULA on the eSafety Commissioner's website: <https://www.esafety.gov.au/>.

16. Termination

The End User may terminate this EULA by deleting all copies of Your Online Journey from their Apple-branded device. The eSafety Commissioner may terminate this EULA at any time by placing a general notice on the eSafety Commissioner's website: <https://www.esafety.gov.au/>.

If the EULA is terminated by the eSafety Commissioner, the End User must immediately delete Your Online Journey from the End User's device and follow any relevant instructions set out on the eSafety Commissioner's website.

17. Governing law

This EULA is to be construed in accordance with, the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

18. Contact information

Any questions about Your Online Journey that are not covered by the eSafety Commissioner's Support page: <https://esafety.gov.au/YourOnlineJourney>, can be directed here: enquiries@esafety.gov.au.