

eSafety's TFA Support Service

Terms and conditions

1. Definitions
2. Additional terms
3. Application of these Terms
4. Your general obligations
5. Disclaimers & liability
6. Intellectual Property
7. Personal information
8. Availability of the TFA Support Service
9. Specific terms applying to Support Partners
10. Other terms
11. Our contact details

1. Definitions

The following capitalised terms used in these Terms have the meanings given to them.

- a. **eSafety** means the eSafety Commissioner established under the *Online Safety Act 2021* (Cth).
- b. **TFA Support Service** means the technology facilitated abuse support service, which may be provided through the Web Form or via telephone, including all information, materials, and guidance.
- c. **Referral Partner** means a third party to which we may refer you or your Case in accordance with these Terms.
- d. **Support Partner** means a third party support partner which is acting for a victim-survivor.
- e. **We, our, us** (and other grammatical forms) means eSafety.

- f. **Web Form** means the form through which you can input details about your Case, available on the Website.
- g. **Website** means the website located at esafety.gov.au.
- h. **You** (and other grammatical forms) means you (an individual victim-survivor) or, if the context requires or allows, a Support Partner.

2. Additional terms

These Terms supplement the [General Disclaimer](#), and [Privacy Policy](#), and should be read together with them. If there is any conflict or inconsistency, these Terms will prevail to the extent of the conflict or inconsistency.

3. Application of these Terms

- a. These Terms govern your use of the TFA Support Service.
- b. Please review these terms carefully, particularly the disclaimers and limitation of liability sections.
- c. By accessing and using the TFA Support Service you accept and agree to these Terms. You must not access or use the TFA Support Service if you do not agree with these Terms.
- d. eSafety provides the TFA Support Service to provide guidance to Australians in respect of technology-facilitated abuse.

4. Your general obligations

- a. You are responsible for all of your activity accessing and using the TFA Support Service. You must not use the TFA Support Service for any activities that breach any laws, infringe any party's rights or breach any applicable standards, content requirements or codes.
- b. You must not distribute through the TFA Support Service (including the Website, Web Form, or telephone) any inappropriate communication, including any defamatory, scandalous, obscene, offensive, harassing or illegal material or content, or any virus or other disabling code in any form.
- c. You must not:

- i. manipulate the TFA Support Service or any part of it;
- ii. reverse engineer or decompile the Website or Web Form;
- iii. copy any part of the TFA Support Service;
- iv. interfere with the operation of the TFA Support Service;
or
- v. use the TFA Support Service in a way that causes (or is reasonably likely to cause) harm to any person.

5. Disclaimers & liability

- a. The TFA Support Service is provided 'as is', and you must not rely on the TFA Support Service or any information or guidance provided through the TFA Support Service. If you do choose to rely on any information, guidance, or material provided through the TFA Support Service you do so at your own risk.
- b. eSafety will not accept liability for any loss (including damage to your device or online accounts, or the information on your device or online accounts) suffered by you in connection with any action you take based on the advice, guidance, or support provided through or in connection with the TFA Support Service. Before acting on any information, you should consider the appropriateness of the information having regard to your personal circumstances and needs.
- c. eSafety does not endorse any Support Partner or Referral Partner and does not take any responsibility for the advice, guidance, or information that may be provided by a Support Partner or Referral Partner.
- d. You acknowledge that neither eSafety (nor any of its personnel involved in the TFA Support Service) are psychologists, qualified mental health practitioners, lawyers, or software engineers. The information provided through the TFA Support Service is intended to supplement, not replace, professional advice.
- e. The material provided through the TFA Support Service is made available on the understanding that eSafety is not thereby engaged in rendering professional advice. You should seek and obtain professional advice independently if appropriate.

- f. We make no warranty or representation as to the availability or technical performance of the Website, the Web form, or the telephone service.
- g. To the maximum extent permitted by law, we exclude all liability for any loss or damage, including any consequential loss or indirect loss, loss of data, loss of profit, loss of reputation or loss of business arising in relation to the use or reliance on any part of the Website or the TFA Support Service, or any content (including any third party materials, the inability to use any part of the TFA Support Service or the features of the Website or the TFA Support Service), whether or not it is caused by our negligence.

6. Intellectual Property

- a. Unless otherwise indicated, we own or are licensed to use all intellectual property (including any copyright, trade marks and designs) in the Website and as part of the TFA Support Service. We grant you a non-exclusive licence to reproduce and download that content solely for personal use. Otherwise, to the extent permitted by law, no part of this Website or the TFA Support Service may be reproduced, reused, retransmitted, adapted, published, broadcast, communicated or distributed without our prior specific written permission.
- b. All names, logos and trade marks on the Website are the property of eSafety, or their respective owners.

7. Personal information

- a. You acknowledge that we may collect your personal information through the TFA Support Service, and that we may use it to provide the TFA Support Service to you, and for the purposes contemplated by the TFA Support Service.
- b. We will handle your personal information in accordance with our [privacy policy](#).

8. Availability of the TFA Support Service

We do not warrant or represent that the TFA Support Service or any part of it will be available all of the time, or that it will be error-free.

9. Specific terms applying to Support Partners

- a. If You are a Support Partner, you represent and warrant that You have been instructed by the victim-survivor to act on behalf of the victim-survivor, and that the victim-survivor has provided their fully informed and specific consent to You contacting the TFA Support Service and dealing with the TFA Support Service on their behalf. You must act in the best interests of the victim-survivor for whom You are acting.
- b. You must keep all information provided through the TFA Support Service confidential.
- c. You must use your own professional judgment to determine the correct course of action for the victim-survivor that You represent, and not rely on the information provided by us or through the TFA Support Service. You are responsible for any advice that You provide to the victim-survivor.
- d. If You collect or use personal information, then You must ensure that You have the fully informed, specific, consent of the victim-survivor for such use. You must handle all personal information in accordance with best industry practice, and all applicable privacy legislation including the *Privacy Act 1988* (Cth) (as if You were an entity subject to that Act).

10. Other terms

- a. **Third party material.** If the TFA Support Service includes any content from third parties (e.g. information, guidance, links to other websites, content provided by Referral Partners) you acknowledge that eSafety does not have control over that content and eSafety is not responsible for it. We do not sponsor or endorse any third-party materials.
- b. **Severance.** If any part of these terms is invalid, unenforceable, or illegal then that term will be struck out and the remaining terms will remain in force.

- c. **Waiver.** If we do not act in relation to a breach by You or a right we have in these terms, this will not be treated as a waiver by us (and vice versa).
- d. **Dispute resolution.** If a dispute arises out of or in connection with these terms and conditions, You must contact us (our contact details are below), and attempt, in good faith, to resolve the dispute through discussion with us before resorting to any other action.
- e. **Governing law.** The law of New South Wales governs these terms, and the parties submit to the jurisdiction of the New South Wales courts.
- f. **Suspension & termination.** We may suspend or terminate your access to the TFA Support Service (or otherwise stop providing the TFA Support Service to you) if You breach any part of these Terms (or we reasonably believe You have breached any part of these Terms).

11. Our contact details

<https://www.esafety.gov.au/key-topics/domestic-family-violence/support-service-resources/enquiries>