



Vision Unlocked: Terms of Service (Australia/New Zealand) for Portal Users

Effective Date: 01-Aug-2024

Welcome to Vision Unlocked (the “Application”), operated by **Vision Unlocked Pty Ltd** (“we,” “us,” or “our”). These Terms of Service (“Terms”) apply to portal users accessing and analysing data through the Application.

By using the Application, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with these Terms, you may not use the Application.

1. Purpose of the Application

The Application provides portal users with access to questionnaires and data submitted by public users. By using the portal, you are responsible for the ethical and legal use of the data you access.

2. Eligibility

Portal access is granted only to authorized users. You must be at least 18 years old to use the portal and be approved by Vision Unlocked to analyse the data. Unauthorized use is strictly prohibited.

3. Account Creation and Security

- **Account Registration:** To access the portal, you must create an account by providing accurate and complete information. You are responsible for keeping your account information up to date.
- **Account Security:** You are responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to:
 - Not share your login credentials with others.
 - Notify us immediately of any unauthorized use of your account or breach of security.
 - Log out from your account at the end of each session to prevent unauthorized access.

We are not liable for any loss or damage arising from your failure to comply with these account security obligations.

4. Data Access and Usage

As a portal user, you are provided with access to data collected through questionnaires. You agree to:

- Use the data solely for the purposes authorized by **Vision Unlocked Pty Ltd**
- Treat the data with confidentiality and in compliance with all relevant privacy laws, including the **Privacy Act 1988 (Australia)** and/or **Privacy Act 2020 (New Zealand)**.
- Not share, distribute, or disclose any data to unauthorized third parties.
- Ensure that any analysis or insights derived from the data are used ethically and within the scope of your authorization.

Failure to comply with these terms may result in the suspension or termination of your access.

5. Privacy and Data Protection

Your use of the Application is subject to our [Privacy Policy](#). By using the portal, you consent to the collection and use of your personal data in accordance with that policy.

Additionally, when accessing public user data, you must comply with all relevant privacy laws:

- **Australia:** You agree to comply with the **Australian Privacy Principles (APPs)** under the **Privacy Act 1988** when handling personal information.
- **New Zealand:** You agree to comply with the **Information Privacy Principles** under the **Privacy Act 2020** when handling personal information.

6. Intellectual Property

All content within the Application, including data, text, graphics, and software, is the property of **Vision Unlocked Pty Ltd** or its licensors and is protected by copyright, trademark, and intellectual property laws. You may not use, copy, distribute, or modify any part of the Application without prior written consent.

7. Limitation of Liability

To the maximum extent permitted by law, we exclude all warranties, representations, or guarantees, whether express or implied, in relation to the Application, including but not limited to:

- The accuracy or completeness of the data provided.
- The availability or uninterrupted access to the Application.

Our liability for any breach of these Terms or an applicable consumer guarantee is limited to:

- The re-supply of the services; or

- The cost of having the services re-supplied.

Nothing in these Terms seeks to exclude or limit liability where doing so would violate your rights under the **Australian Consumer Law (ACL)** or **New Zealand Consumer Guarantees Act 1993 (CGA)**.

8. Changes to the Terms

We reserve the right to modify these Terms at any time. Any changes will be posted on this page, and your continued use of the Application after such changes are posted constitutes your acceptance of the new Terms. We recommend checking this page regularly for updates.

9. Termination

We may, at our sole discretion, suspend or terminate your access to the Application at any time if we believe you are in breach of these Terms, if you engage in unethical behaviour, or for any other reason.

10. Governing Law

These Terms are governed by the laws of **Australia**. Any disputes arising in connection with these Terms will be subject to the exclusive jurisdiction of the courts of [Insert Country/State].

11. Contact Information

If you have any questions or concerns regarding these Terms, please contact us through our Contact Us form: <https://visionunlocked.com.au/Contact>.

Vision Unlocked Pty Ltd

For privacy concerns or access/deletion requests:

<https://visionunlocked.com.au/Contact>.