

End User Licence Agreement Park eBattle TCard Application

1. These terms and conditions create an agreement (Agreement) between you and the State of Queensland acting through the Department of Environment and Science (Department) in relation to your access to and use of the Park eBattle TCard App (PeB TC App).

By downloading the PeB TC App you acknowledge that you have carefully read and agree to be bound by the terms this Agreement. If you do not agree to the terms of the Agreement, you must not download, access or use the PeB TC App, or if you have already downloaded the App you must delete it from your device

The Department acknowledges and agrees that Apple and Apple subsidiaries are third party beneficiaries of this Agreement. In accepting this Agreement, you acknowledge and agree that Apple will have the right (and will be deemed to have accepted the right) to enforce the agreement against you as a third party beneficiary of this Agreement.

The PeB TC App

2. The PeB TC App is an application designed for and compatible with iPhone and Android devices to work in conjunction with the Park eBattle Battle Board App (the PeB BB App) for use by crews deployed to an Incident managed by the QPWS&P division of the Department. The PeB TC App has been designed to digitally replace the paper based TCard system used by crews to sign in and off an Incident site in accordance with AIIMS.

3. The PeB TC App is designed to work entirely offline and does not store any information via cloud-based storage. Information collected remains solely on the user's device (backed up to removal storage) and is transferred to an IC running the PeB BB App via the generation of a secure QRCode that is scanned directly by an IC or IMT device.

4. The Department may change or discontinue the PeB TC App or any part thereof at any time without prior notice to you. Accordingly, any links that you save or forward may not remain current.

5. You acknowledge that Apple has no obligation to provide any maintenance and support services with respect to the PeB TC App.

6. In downloading the PeB TC App you warrant that you are 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 that you are not listed on any U.S. Government list of prohibited or restricted parties.

Privacy of Information

5. The Department is committed to protecting the privacy of all persons when using PeB TC App and manages personal information in line with the Information Privacy Act 2009 (Qld).

6. The Department will use the information you enter into the PeB TC App including:

- Name, email address and telephone numbers;
- Shift availability;
- Fire ground training level, specific skills & licences; and
- Dietary requirements and health conditions relevant to working on a fire ground

to:

(a) assist ICs to make decisions regarding incident operations that are in the best interest of the individual welfare of all crew members whilst working at the scene of an Incident;

(b) assist Queensland Fire and Emergency Services to respond to emergencies related to an Incident;

(c) provide data analytics for incident management, such as cost estimates for the resources used and to improve fatigue management;

7. Assisting Queensland Fire and Emergency Services to respond to emergencies may necessitate the disclosure of your personal information to that organisation.

8. It is not mandatory that all fields in the PeB TC App are completed. The mandatory fields are clearly distinguished with a red asterisk (*).

9. You are responsible for the collection of information for all personnel allocated to your crew and you accept responsibility for:

(a) receiving consent to collect personal information from the subject of that personal information (as verified by a check box in the App).

(b) accuracy and currency of the information collected.

(c) where they can refer to the terms and conditions of this Agreement, particularly in reference to the information contained under the Privacy of Information section.

10. We will not add the personal information you collect to a third party mailing list, or otherwise use or disclose your personal information to third parties without the consent of the subject of that personal information, unless authorised or required by law.

11. The terms and conditions of the Agreement are stored as a reference file on the PeB BB App and access can be granted onsite, through a request to the IC.

12. Additional Information about the types of personal information the Department holds is contained in our privacy guide ([PDF, 95K](#)). For further information regarding your rights under the Information Privacy Act 2009 (Qld), how to obtain access to a document containing personal information, and the process for lodging a privacy complaint please email privacy@des.qld.gov.au.

Rights in the PeB TC App and App Content

13. The Department is licensed to use the intellectual property rights in the PeB TC App and any App Content.

In the event of any third party claim that the PeB TC App or your possession and use of the PeB TC App infringes that third party's intellectual property rights, the Department, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

14. You are not granted any rights in or to the PeB TC App or any App Content, other than the licence set out under clause 15 below.

User Licence

15. Subject to the terms and conditions of this Agreement, the Department grants you a non-exclusive, non-transferable, non-sub licensable, revocable licence to download, display and use the PeB TC App, including App Content for your own personal, non-commercial use in connection with your involvement in a QPWS&P managed Incident.

16. You may download the PeB TC App free of charge. You must be at least 18 years of age to download the PeB TC App. A person under the age of 18 may use and display the PeB TC App where the person's parent or legal guardian:

(a) has agreed to the terms and conditions set out in this Agreement; and

(b) has consented to the use of the PeB TC App by the person who is under the age of 18 years.

16. Notwithstanding that a parent or legal guardian has consented to the use of the PeB TC App by a person who is under the age of 18 years, the relevant parent or legal guardian remains responsible for compliance with all of the obligations set out in this Agreement.

Use at your own risk

17. Your access to and use of the PeB TC App is at your own risk. To the extent permitted by law, all representations and warranties concerning the PeB TC App and the App Content are excluded, including as to:

(a) The accuracy, completeness and currency of information on the PeB TC App or App Content; and

(b) the absence of viruses or other contaminating or destructive properties in the PeB TC App or App Content, or the service or website used to gain access to the PeB TC App.

The Department, not Apple, is responsible for addressing any claims of yourself or any third party relating to the PeB TC App or your possession and/or use of the PeB TC App, including, but not limited to: (i) product liability claims; (ii) any claim that the PeB TC App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation,

Prohibited Conduct

18. You agree to use the PeB TC App in accordance with this Agreement and all applicable laws.

19. You will not, in connection with your access to and use of the PeB TC App:

(a) develop or use any third-party applications that interact with the PeB TC App without the Department's prior written consent, including any scripts designed to access, retrieve, scrape, or index the PeB TC App or any App

Content;

- (b) use any device, software, process or means to interfere or attempt to interfere with the proper working of the PeB TC App or the management of a QPWS&P managed Incident;
- (c) transmit any unlawful, threatening, defamatory, obscene, scandalous, inflammatory, pornographic, profane or offensive material, or otherwise use the PeB TC App in any manner which is, in the Department's sole discretion, offensive, inappropriate or improper;
- (e) use the PeB TC App or any App Content in any manner which is, in the Department's sole discretion, not reasonable or not for the purpose for which it is made available;
- (f) violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
- (g) impersonate another person or log into an account which you are not authorised to access, including by accessing any information that you know, believe or suspect to be outside the terms of your authorised access;
- (h) reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the PeB TC App or any App Content, except as expressly authorised by the Department;
- (i) interfere or attempt to interfere with any user, host or network, including by way of transmitting or attempting to transmit any computer viruses, worms, defects, Trojan horses, overloading, sending unsolicited email, or other items of a destructive nature;
- (j) use the PeB TC App in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully engaging in the use of the PeB TC App or that could damage, disable, or impair the functioning of the PeB TC App in any manner, including with respect to network security;
- (i) reverse engineer, decompile, or disassemble any aspect of the PeB TC App or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of the PeB TC App; or
- (k) breach any term of this Agreement, any applicable third party agreement or any relevant law.

Quality of information

20. While the Department endeavours to ensure that information provided on the PeB TC App is correct at the time of publication or data transfer/ integration with the PeB BB App, the Department does not warrant or make any representation:

- (a) that the PeB TC App or any App Content is free from errors;
- (b) that the App Content or any links available on the PeB TC App will be available and accessible to you at all times;
- (c) that your use of the PeB TC App will be uninterrupted or free from delays, failures or errors in recording, displaying or updating App Content;
- (d) that your device or system will meet the minimum requirements (as apply from time to time) to enable your access to and use of the PeB TC App; or
- (e) in relation to the speed of transmission of data or App Content.

21. Where there are known limitations to the information provided on the PeB TC App, the Department will include an explanation of these limitations wherever possible. If there is any material that you consider to be misleading or inaccurate, please let the Department know and it will be corrected as soon as possible.

Liability and Indemnity

Release

22. You release to the full extent permitted by law, the Department and our Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) that you have, or may have in the future, against us or our Representatives in respect of or in any way arising out of the use of the PeB TC App or the App Content, except to the extent that the loss, injury or damage was caused by the negligence of us or our officers, employees or agents.

No liability for consequential or indirect loss

23. Neither the Department nor the Department's Representatives will, in any circumstances (including for negligence), be liable to you for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with your use of the PeB TC App or the App Content (including through any person using the PeB TC App or the App Content on your behalf or purportedly on your behalf).

Indemnity

24. You indemnify the Department and Department's Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

(a) any default by you under this Agreement;

(b) any unlawful, wilful, or negligent act or omission of you or any person for whose conduct you are liable.

(c) personal injury (including sickness and death) or property damage or loss in connection with the use (or attempted or purported use) of the PeB TC App or App Content; or

(d) any infringement or alleged infringement of any intellectual property rights or moral rights of any person, which infringement or alleged infringement occurred in respect of any use of the PeB TC App or the App Content.

25. Your liability to indemnify the Department and the Department's Representatives under this Agreement will be reduced proportionally to the extent that any negligent act or omission by the Department caused the loss or liability.

26. The indemnity granted in this Agreement is in addition to and not exclusive of any other remedies the Department may have against you at law. It is not necessary for the Department to incur an expense or to make a payment before enforcing a right of indemnity conferred by this Agreement.

Termination

27. We reserve the right to prevent unauthorised access to or use of the PeB TC App, or breach of this Agreement using whatever means we consider necessary, in our sole discretion, including instituting technological barriers, or reporting the conduct to any person.

28. We may at any time, in our sole discretion, and without liability to you, remove, alter or disable your access to the PeB TC App.

Variation to Agreement terms

29. The Department may vary the terms and conditions of this Agreement at any time by publishing the new or varied terms. It is your responsibility to ensure that you are aware of any changes to the terms and conditions of this Agreement each time you access or use the PeB TC App. Should you object to any of the terms, or other notices on the PeB TC App, you should immediately cease your use, and exit the PeB TC App.

Definitions

30. In this Agreement, the below terms have the meanings set out in this section, unless the context requires otherwise:

Agreement means these terms and conditions between you and the Department in relation to your access to and use of the PeB TC App, as amended from time to time and published on 4 September 2020

App Content means all material and other content made available on the PeB TC App, including text, graphics, images, photographs, data, displays, illustrations and maps.

PeB TC App means the Park eBattle TCard App.

PeB BB App means the Park eBattle Battleboard.

Department, we, us and **our** means the State of Queensland acting through the Department of Environment and Science through its Queensland Parks and Wildlife Service and Partnerships (QPWS&P) division.

Incident means any natural disaster such as, but not limited to, fire, flood, cyclone or whale stranding. It also includes the Department's response to oil spills, prescribed burning and other activities that the Department manages in accordance with the principles of AIIMS.

AIIMS means the Australian Inter-Service Incident Management System, the nationally recognised system of incident management for the nations fire and emergency service agencies.

IC means an Incident Controller, a person who is responsible for the management of an Incident.

IMT means an Incident Management Team, a group of incident management personnel comprising of the Incident Controller and other personnel appointed to be responsible for the functions of operations, planning, logistics and public communications in relation to an Incident.

Personal information is defined in the Information Privacy Act 2009 (Qld).

Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

You and **your** means the user of the PeB TC App, and where the context allows, includes your Representatives.

Feedback

Comments and suggestions about the App Content and function as well as any questions, complaints or claims with respect to the PeB TC App can be made by contacting

Fire.Advice@des.qld.gov.au or by phoning 13QGOV (137468)

Comments or requests regarding your Personal Information can be directed to Privacy@des.gov.au.