

## **ENTERPRISE CENTRES TASMANIA - ENQUIRY MANAGEMENT SYSTEM**

Below are the Terms and Conditions to be agreed to prior to the Enterprise Centre Tasmania (ECT) network member obtaining access to the Enquiry Management System (EMS).  
The Terms and Conditions are also published on the Enterprise Centres Tasmania website.

### **TERMS AND CONDITIONS**

*The Enquiry Management System (EMS) and its data is owned by the Department.*

*In order to access the EMS and information contained in the EMS You will need an account and Log In information from the Department.*

*By using the EMS You agree to the following terms and conditions and all rules, policies and procedures that may be published on the Website by the Department from time to time (Terms and Conditions).*

#### **Use of the EMS:**

*You are only permitted to access the EMS and to use information for the purposes of the Enterprise Centre Tasmania network (ECT network) and Your clients.*

*By using the EMS You understand that information (including personal information) entered in the EMS, such as Business Name, Business Owner, and business location can be viewed by each ECT Network member, but is not available to use except by the network member who created the account.*

*You are not permitted to use any client information other than that information relevant to Your clients (and Enterprise Centre).*

*You acknowledge that the Department will have access this information.*

#### **Your responsibilities:**

*By using the EMS You agree that:*

- *You are responsible for the accuracy and currency of all information entered by You.*
- *You are responsible for seeking client consent before entering information into the EMS, that a Client Consent Record has been completed and a copy of that consent has been provided to the Client.*
- *You use the information for the purposes of Enterprise Centres Tasmania only. The data contained in the EMS is not to be used or accessed by ECT network members for their personal benefit or purposes.*
- *You do not enter information into the EMS which the client considers to be commercially sensitive or confidential.*

**Your responsibility to protect Log In Identification.**

You must:

- take all reasonable care and attention to ensure that all information supplied to You by the Department (including Your Log In Identification) is protected against loss, theft and unauthorised access, use, modification, disclosure or other misuse;
- maintain the confidentiality of Your Login Identification and not allow, permit or authorise any other person to use Your Login Identification;
- immediately notify the Department of any suspected or actual unauthorised use of Your account or Your Log In Identification.

In the event of any unauthorised or suspected unauthorised use of Your Log In Identification You agree that the Department may suspend or terminate Your account and/or Your access to all or any part of the Website until further notice.

### **Prohibited Conduct**

Without limiting Your responsibilities in relation to the publishing of information, access and use of the EMS (including as specified elsewhere in these Terms and Conditions), You must:

- not breach any applicable laws;
- comply with any lawful directions issued by the Department (or any duly authorised representative of the Department);
- not alter, damage or delete any information in the EMS unless You are expressly authorised by the client or the Department to do so, or alter the functionality of all or any part of the Website;
- not impersonate any person or entity, including the Department (or any employee or agent of the Department);
- not hold Yourself out as having authority to act on behalf of the Department; or
- not collect or store personal information about other users in a manner which is inconsistent with these Terms and Conditions.

### **Department's rights.**

You agree that the Department, at its sole and absolute discretion, may for any reason and without notice:

- terminate, disqualify, exclude, modify, withdraw or suspend Your access to all or any part of the EMS and Your account;
- monitor and audit Your use of the EMS;
- treat any information that You enter as non-confidential and non-proprietary (subject to any applicable laws);
- edit or remove any information that You enter in the EMS;

- *modify or shut-down (either temporarily or permanently) the EMS; or*
- *modify these Terms and Conditions at any time by posting any modification on the Enterprise Centres Tasmania Website. Any modifications will be effective immediately upon the posting of the modification on the Enterprise Centres Tasmania Website.*

**Department not liable for Third Party Material.**

*You agree that whilst the Department reserves the right to monitor, edit, refuse to post or remove any Information at its sole discretion, the Department is not required to do so and does not accept any responsibility for any material entered by any ECT network member in the EMS.*

*You further agree that the Department does not:*

- *endorse or approve of any views or information published in the EMS by any ECT network member;*
- *accept any responsibility for the accuracy, appropriateness or relevance of any third party material published in the EMS;*
- *warrant that any information in the EMS is free from any virus, worms, Trojan horses and/or other harmful or potentially harmful or destructive code.*

**Indemnity.**

*You indemnify the Department against all present and future legal liability, claims, or proceedings for:*

- *personal injury to, or death of a person;*
- *either or both loss of, or damage to, property of a person; and*
- *financial loss of a person;*

*arising from, or attributable to, Your use of the EMS, the breach of any of these Terms and Conditions, or the Department's exercise of its rights under these Terms and Conditions to the extent that the injury, death, damage or loss is not caused by a wrongful (including negligent) act or omission of the Department.*

*You further agree that the indemnities contained above:*

- *are continuing obligations, separate and independent from any other obligations; and*
- *survive despite the termination of Your account and/or access to the Website.*

**Jurisdiction**

*You agree that these Terms and Conditions are governed by the law of Tasmania and You agree to submit to the exclusive jurisdiction of the Courts of Tasmania.*

**Your acknowledgements**

You further agree that in relation to any material entered by You, or accessed from the EMS:

- Personal information published and accessed from the EMS as the ECT business advisor will be managed in accordance with the Personal Information Protection Act 2004.
- Information be retained by the Department and used for purposes related to its functions and activities.
- Information provided may be subject to a request for disclosure under Tasmania's Right to Information Act 2009.

### **Interpretation**

In these Terms and Conditions unless the contrary intention is expressed:

- **Client** means small business owners who seek assistance from the Enterprise Centres Tasmania Network and sign the Client Consent Record.
- **Client Consent Record** means the document that must be signed when a Client becomes part of the Enterprise Centres Tasmania Network. Verbal consent can be followed up by an email to verify this consent is acceptable where over the phone advice has been given.
- **Department** means the Crown in Right of Tasmania represented by the Department of State Growth.
- **Enquiry Management System (EMS)** means a database developed to record a range of reporting information for the purposes of the Enterprise Centres Tasmania Network.
- **Enterprise Centres Tasmania (ECT) Network** establishes a state-wide network of business advisors who work together to support Tasmanian small businesses to create jobs and investment growth.
- **Enterprise Centres Tasmania (ECT) Network member** is a business advisor whose role includes, but is not limited to, providing independent, experienced expert advice on small business and to assist with Clients developing goals and strategies for their business.
- **Information** includes, but is not limited to, Business Name, Business Owner, Business location, number of jobs, investment, duration interactions with businesses, jobs and investment outcomes, participant numbers at events, workshops and referrals.
- **Log In Identification** means username and password.
- **You or Your** means the person to whom the necessary Log In Identification has been provided by the Department and uses the EMS.