

## UNIQ You Terms of Use Policy

*Last Updated: 4<sup>th</sup> of March 2026*

Welcome to the UNIQ YOU LTD (“UNIQ YOU”, “we”, “us”, “our”) website located at [www.uniqyou.com.au](http://www.uniqyou.com.au) (the “Site”) and the associated UNIQ YOU virtual advising and video call service (the “Service”).

UNIQ YOU LTD ABN 28 648 144 914 owns and operates the Site and Service.

These Terms of Use set out the terms and conditions upon which you (“you”, “User”) may access and use the Site and Service.

### Acceptance of Terms

Your access to and use of the Site and Service is conditional upon your agreement to these Terms of Use.

By accessing the Site, registering for an account, participating in a session, or otherwise using the Service, you confirm that:

- you have read and understood these Terms of Use
- you agree to be legally bound by them
- you agree to comply with all applicable laws and policies referenced in these Terms

If you do not agree to these Terms, you must discontinue use of the Site and Service.

UNIQ YOU reserves the right to update these Terms of Use at any time. Updated versions will be published on the Site. Continued use of the Site following publication constitutes acceptance of the updated Terms.

### Related Policies

Your use of the Site and Service is also governed by UNIQ YOU’s organisational policies, which form part of these Terms of Use.

These policies include but are not limited to:

- Child and Youth Risk Management Strategy
- Child Safety & Wellbeing Policy

- Code of Conduct
- Cultural Safety Policy
- Handling Disclosures or Suspicions of Harm Policy
- Managing Breaches Plan
- National Security & Cyber Risk Management Plan
- Privacy Policy
- Recruitment and Screening Policy

These policies are available at:

<https://uniqyou.com.au/our-policies/>

By using the Site or Service, you acknowledge that you have read, understood, or agree to read and comply with the policies relevant to your participation.

UNIQ YOU may update or introduce additional policies from time to time to ensure compliance with legal, safeguarding and operational requirements.

Where an inconsistency arises between these Terms of Use and a specific UNIQ YOU policy, the relevant policy will apply to the subject matter it governs.

## Role of UNIQ YOU

UNIQ YOU provides a platform that facilitates connections between industry advisors, educators and students.

UNIQ YOU does not provide professional advice and does not guarantee the accuracy, completeness or suitability of any information, opinions or guidance shared by advisors or participants through the platform.

Participants remain responsible for their own decisions and actions based on information obtained through the Service.

## Use of the Site & Service

You may use the Site and Service only:

- for lawful purposes
- in accordance with these Terms

- in a manner consistent with the educational and mentoring objectives of UNIQ YOU

You must not use the Site or Service to:

- engage in unlawful, abusive, harmful or deceptive behaviour
- harass, threaten or intimidate other users
- upload inappropriate or harmful material
- misuse the platform in a way that compromises safety, privacy or security

UNIQ YOU reserves the right to restrict, suspend or terminate access where use of the platform is inconsistent with these Terms or UNIQ YOU's safeguarding obligations.

## Safety and Safeguarding

UNIQ YOU operates programs involving children and young people and is committed to maintaining safe environments for participants.

All users must comply with:

- UNIQ YOU's Child Safety policies
- the UNIQ YOU Code of Conduct
- all safeguarding procedures relevant to their role

Users must behave respectfully and appropriately during all interactions and report any safety concerns or suspected harm in accordance with the relevant policies.

UNIQ YOU reserves the right to suspend or remove any user who may pose a risk to the safety or wellbeing of participants.

## Session monitoring and safeguarding

To ensure participant safety, quality assurance and compliance with safeguarding obligations, UNIQ YOU may monitor, review or record sessions conducted through the Service where appropriate.

Such monitoring may occur for purposes including:

- safeguarding and child protection
- quality assurance and program improvement
- training and supervision

- investigating complaints or incidents

By using the Service, users acknowledge that such monitoring or recording may occur in accordance with applicable laws and UNIQ YOU policies.

## **Mandatory reporting**

Where concerns arise regarding the safety or wellbeing of a child or young person, UNIQ YOU may take appropriate action in accordance with its Child Safety policies.

This may include reporting concerns to relevant authorities where required or permitted by law.

## **User registration**

To access certain features of the Site or Service, users may be required to register an account.

Users agree to:

- provide accurate and complete information
- maintain the security of their login credentials
- promptly update any changes to their information

Users are responsible for all activities conducted under their account.

UNIQ YOU is not responsible for unauthorised access resulting from failure to maintain account security.

## **Participation of minors**

Some users of the Service may be under the age of 18.

Participation by students under 18 may occur only through approved school programs, institutional partnerships or authorised participation pathways.

Parents, guardians or educators may be required to review and consent to participation in accordance with program requirements.

## **Code of conduct and acceptable use**

Users must not:

- impersonate another person or organisation
- access accounts or systems without authorisation
- interfere with the operation of the platform
- transmit malicious software or conduct cyber attacks
- scrape or harvest data from the platform
- use the platform for unauthorised commercial purposes

Misuse of the platform may result in suspension, termination of access, and reporting to relevant authorities where appropriate.

## Security

Users must not attempt to compromise the security of the Site or Service.

Prohibited activities include:

- hacking or system intrusion
- data scraping or automated extraction
- attempting to bypass security controls
- distributing malware or harmful code

UNIQ YOU reserves the right to investigate suspected security breaches and cooperate with law enforcement agencies where required.

## User content

Users remain responsible for any content they upload, transmit or share through the Service.

Users must ensure that such content:

- does not infringe intellectual property rights
- does not violate privacy or confidentiality obligations
- complies with applicable laws and policies

UNIQ YOU reserves the right to remove content that violates these Terms or organisational policies.

## Intellectual property

All content on the Site and Service is owned by or licensed to UNIQ YOU and protected by Australian and international intellectual property laws.

This includes but is not limited to:

- educational materials
- branding and logos
- platform content
- text, graphics and software

Users are granted a limited, non-exclusive licence to access and use the Site for its intended purpose.

Users must not reproduce, distribute, modify or commercially exploit Site content without written permission.

The trademarks **UNIQ YOU** and associated branding remain the property of UNIQ YOU.

## Privacy

Personal information collected through the Site or Service is handled in accordance with the **UNIQ YOU Privacy Policy**.

By using the Site or Service, users consent to the collection and handling of personal information as described in that policy.

## Third-party services

The Site may contain links to third-party websites or services.

UNIQ YOU is not responsible for the content, policies or availability of these third-party services.

Accessing external sites is done at the user's own risk.

## Platform availability

UNIQ YOU does not guarantee uninterrupted access to the Site or Service.

The platform may be unavailable due to maintenance, technical issues, cyber incidents or circumstances beyond our control.

## Events beyond our control

UNIQ YOU will not be liable for any delay or failure in performance resulting from events beyond reasonable control, including but not limited to:

- system outages
- cyber attacks
- natural disasters
- labour disputes
- government actions
- telecommunications failures

## Indemnity

Users agree to indemnify and hold harmless UNIQ YOU and its officers, employees, contractors, advisors and partners from any claims, damages, losses or liabilities arising from:

- their use of the Site or Service
- breach of these Terms
- violation of applicable laws or policies.

## Disclaimer and limitation of liability

The Site and Service are provided on an **“as is” and “as available”** basis.

To the maximum extent permitted by law, UNIQ YOU makes no warranties regarding:

- uninterrupted access
- accuracy or completeness of information
- fitness for a particular purpose.

UNIQ YOU will not be liable for any indirect, incidental, consequential or special damages arising from use of the Site or Service.

Nothing in these Terms excludes rights under the **Competition and Consumer Act 2010 (Cth)** or other legislation that cannot legally be excluded.

Where liability cannot be excluded, UNIQ YOU’s liability is limited to:

- resupplying the services, or

- the cost of resupplying the services.

## Termination

UNIQ YOU may suspend or terminate access to the Site or Service where:

- these Terms are breached
- user behaviour poses safety risks
- misuse of the platform occurs
- legal or operational requirements require it.

Termination may occur without prior notice.

## Governing law

These Terms are governed by the laws of **Queensland, Australia**.

Users submit to the jurisdiction of the courts of Queensland in relation to any disputes arising from these Terms.

## Contact

Questions regarding these Terms of Use may be directed to: [info@uniqyou.com.au](mailto:info@uniqyou.com.au)