

Practera Terms of Use

In Plain English

Here's the summary of what the rest of this document basically says in legal terms:

- Ensure you are aware of your rights and responsibilities relevant to the experience you are participating in using our Site, and follow all the relevant laws and regulations of the jurisdiction from which you are using our Site
- Your data is your data, our data is our data.
- We protect your data, keep it private and only use it to deliver and improve the service unless you provide explicit permission for additional use.
- People who need to see your data to deliver and improve the service (eg; educators, team mates, employers, Practera customer support) are allowed to.
- We don't give away or sell your data. When researchers we're working with look at data, it's anonymised.
- Be nice and professional in your interactions on our site and adhere to high ethical standards - pretend your grandma is reviewing everything you say. In particular, do not engage in conduct that could be reasonably construed to be exploitative, discriminatory, unethical, bullying or harassing or defamatory.
- Ensure you have taken due care to ensure you have a safe and healthy working environment to use our site from
- Don't hack us, steal or violate our Intellectual Property and don't violate the Intellectual Property Rights of any other person or entity
- Don't request, require, accept or undertake work or activity that violates your Rights and Responsibilities or those of any other Participant.
- Contact your Program Manager and/or Practera if you believe any user is breaching the above standards

Terms Of Use Agreement

Welcome! We are excited to welcome you to Practera. Our platform helps students and professionals build and evolve their skills by hosting a range of experiential learning programs connecting students, educators and experts. Typical programs include team projects, skills credentialing, mentoring and placements. Before you use our site, please review the following terms carefully.

This platform and interactive learning environment (**Site**) are operated by Intersective Pty Ltd (t/as Practera) (ABN 90 145 575 864) (**we, our or us**). By accessing our Site, you agree to comply with and be bound by the these terms of use (**Terms**). These Terms apply to your use of, and access to, our Site. If you do not agree to these Terms, you should not progress any further or use our Site, and/or communicate with your Program Co-ordinator or email connect@practera.com

1. Changes to these Terms and our Site

These Terms and our Site may be amended, edited or deleted by us from time to time without notice to you. The latest Terms will be posted on the Site, and you should review this Agreement prior to using the Site. We recommend you check our Site regularly to ensure you are aware of our current terms.

2. Information and availability

While we use reasonable attempts to ensure the accuracy and completeness of the content and materials on our Site (**Content**), to the extent permitted by law (including the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*), we do not warrant the accuracy, completeness or suitability of any of the Content. The Content may be subject to change without notice and we do not undertake to keep our Site up-to-date. The Content is factual information only, is not comprehensive and is for general information purposes only. We also do not warrant that access to our Site will be uninterrupted, error-free or free from viruses.

3. Intellectual Property rights

Unless otherwise indicated, the Content, graphics, design, compilation, magnetic translation, digital conversion, copyright, trademarks, registered or unregistered designs, illustrations, artwork, logo rights, domain names displayed or used on our Site and other matters related to the Site are owned or licensed by us (**Our Intellectual Property**).

We authorise you to access and use our Site solely for your own personal, non-commercial use and to display, print and download the Content onto your personal device provided that you do not remove any copyright notice included in Our Intellectual Property.

Subject to the above, your use of, and access to, our Site and the Content does not grant or transfer to you any rights, title or interest to Our Intellectual Property. Unless otherwise permitted in these Terms, you must not:

- a. copy or use, in whole or in part, any of Our Intellectual Property;
- b. reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property; or
- c. breach any intellectual property rights connected with Our Intellectual Property, including altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or Site, or creating derivative works from Our Intellectual Property.

Nothing in the above clause restricts your ability to publish, download, print, post or repost Content or Our Intellectual Property on your social media page or blog, provided that:

- a. you do not assert that you are the owner of the Content or Our Intellectual Property;
- b. unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- c. you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- d. you comply with all other terms of these Terms.

- e. you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- f. you comply with all other terms of these Terms.

The above limitations do not apply to content for which you are the copyright owner or which you have a licence or right to use separately from under these terms.

4. Content you upload

We reserve the right, and you license us, to the use of all information regarding the Site used by you and all information provided by you in any manner consistent with our Privacy Policy (accessible on our Site) for the purposes of providing our Service to you and improving it over time.

We encourage you to interact with our Site and with us on social media! You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site. We may run campaigns via our Site and via social media that encourage you to post User Content on social media using specific hashtags (#) (**Tag**).

If you make any User Content available on or through our Site, including on social media using a Tag, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site and our social media platforms (including to make use your User

Content available to your collaborators such as team member or to market our Services). We agree to only modify User Content to the extent reasonably required by us.

You agree that you are solely responsible for all User Content that you make available on or through our Site, including on social media using a Tag. You represent and warrant that:

- a. you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- b. neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site (including on social media) will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You may request that any of your User Content is removed from our Site or social media by sending us an email to the address at the end of these Terms. We will endeavour to action any removal requests within a reasonable time. We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Non-transferable. Your right to use our Site is not transferable. Any password or right given to you to obtain information or documents is not transferable.

5. Conduct we don't accept

You must not do or attempt to do anything that is unlawful, which is prohibited by applicable law, which would reasonably be considered inappropriate in the context of your Usage of the Site, or which might reasonably bring us or our Site into disrepute. This includes (but is not limited to):

- a. Using our Site for unlawful purposes;
- b. Using our Site to support experiences which are exploitative or unethical
- c. Anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- d. Using our Site to defame, harass, threaten, menace or offend any person;
- e. Interfering with any user of our Site;
- f. Tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- g. Using our Site to send unsolicited electronic messages;
- h. Violating the Intellectual Property Rights of any person or entity
- i. Using data mining, robots, screen scraping or similar data gathering and extraction tools on our Site; or
- j. Facilitating or assisting a third party to do any of the above acts.

Any conduct of this nature as assessed in our absolute discretion will result in immediate suspension of your account

6. Our liability is limited

To the maximum extent permitted by Governing Law, we exclude all liability for any loss or damage of any kind (including incidental, special or consequential loss, indirect loss, loss of profit, loss of benefit, loss of opportunity or loss of reputation) whether under statute, contract, equity, tort (including negligence), indemnity or otherwise arising out of or in connection with our Site or the Content. You indemnify us against any losses caused by your breach of these Terms.

7. Privacy

We respect your privacy and understand protecting personal information is important. Our Privacy Policy ([scroll down](#)), as it may change from time to time, sets out how we will collect and handle your personal information.

8. Links to third party websites

The Site may contain links to other websites operated by third parties. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any website on our Site does not imply approval or endorsement of the linked website by us. If you decide to leave our Site and access these third-party websites, you do so at your own risk.

9. What happens if we discontinue our Site

If we discontinue our Site, you will not be able to access our Site (in whole or in part). We have no liability to You for loss or damages other than such explicitly contractually agreed between Us and You.

10. Which laws govern these Terms

These Terms are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales, Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

For any questions and notices, please contact us at: Intersective Pty Ltd (t/as Practera) ABN 90 145 575 864 Email: contact@practera.com

Practera Privacy Policy

We understand that protecting your personal information is important. This Privacy Policy sets out our commitment to protecting the privacy of personal information provided to us, or otherwise collected by us when providing our experiential education technology and programs (**Services**) to you. In this Privacy Policy **we, us** or **our** means Intersective Pty Ltd (t/as Practera) ABN 90 145 575 864.

This Privacy Policy takes into account the requirements of the Australian *Privacy Act 1988* (Cth). In addition to Australian laws, individuals located in the European Union or European Economic Area (**EU**) may also have rights under the General Data Protection Regulation 2016/679 and individuals located in the United Kingdom (**UK**) may have rights under the General Data Protection Regulation (EU) 2016/679 (UK GDPR) and the Data Protection Act 2018 (DPA 2018) (together, the **GDPR**). Appendix 1 outlines the details of the additional rights of individuals located in the EU and UK as well as information on how we process the personal information of individuals located in the EU and UK.

The information we collect

Personal information: The types of personal information we may collect about you include:

- Identity Data including your first name, last name, job title, your age and/or date of birth and images of you (where you upload a profile picture).
- Contact Data including email address, mailing address, street address and/or telephone number.
- University data including your education history, the university or other educational facility you are currently attending (if applicable), your university student number and your Unique Student Identifier (USI) number, if you are using our Services as a student.
- Financial Data including your credit card or payment details (including through our third party payment processor, Xero).

- Transaction Data including details about payments to us from you and/or from us to you and other details of products and services you have purchased from us or we have purchased from you.
- Technical and Usage Data including internet protocol (IP) address, your login data, your browser session and geo-location data, device and network information, statistics on page views and sessions, acquisition sources, search queries and/or browsing behaviour, information about your access and use of our website, including through the use of Internet cookies, your communications with our website, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider.
- Profile Data including your username and password for our Services, support requests you have made, content you post, send receive and share through our platform such as communication between you and other program participants, text and video assessments, marks and other student education details and information you have shared with our social media platforms.
- Interaction Data including information you provide to us when you participate in any interactive features of our Services, including surveys or feedback questionnaires.
- Marketing and Communications Data including your preferences in receiving marketing from us and our third parties and your communication preferences.
- Professional data including where you are a worker of ours or applying for a role with us, your professional history such as your previous positions and professional experience.

Sensitive information is a sub-set of personal information that is given a higher level of protection. Sensitive information means information relating to your racial or ethnic origin, political opinions, religion, trade union or other professional associations or memberships, philosophical beliefs, sexual orientation or practices, criminal records, health information or biometric information.

Your particular program may have a set of questions deemed relevant by the program coordinator. These will be optional. Additionally, if you are a student that has been invited to use our Services by a university, the university may use our Services to ask you questions that may include sensitive information, including your ethnicity, which we may have access to. We only collect and use sensitive information as permitted by applicable law.

How we collect personal information

We collect personal information in a variety of ways, including:

- **Directly:** We collect personal information which you directly provide to us, including when you register for an account or enrol in one of our education programs, through the 'contact us' form on our website or when you request our assistance via email, our online chat or over the telephone.
- **Indirectly:** We may collect personal information which you indirectly provide to us while interacting with us, such as when you use our website, in emails, over the telephone, in your online enquiries, and when we deliver our Services to you.

- **From third parties:** We collect personal information from third parties, such as details of your use of our website from our analytics and cookie providers and marketing providers. See the “Cookies” section below for more detail on the use of cookies.

Collection and use of personal information

We have set out below, in a table format, a description of the purposes for which we plan to collect, hold, use and disclose your personal information.

Purpose of use / disclosure	Type of Personal Information
To enable you to access and use our Services, including to provide you with a login and allow you to communicate on our educational platform.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Profile Data · Sensitive Data
To contact and communicate with you about our Services including in response to any support requests you lodge with us or other enquiries you make with us.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Profile Data
To contact and communicate with you about any enquiries you make with us via our website.	<ul style="list-style-type: none"> · Identity Data · Contact Data
For internal record keeping, administrative, invoicing and billing purposes.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Financial Data · Transaction Data
For analytics, market research and business development, including to operate and improve our Services, associated applications and associated social media platforms.	<ul style="list-style-type: none"> · Profile Data · Technical and Usage Data

<p>For advertising and marketing, including to send you promotional information that we consider may be of interest to you.</p>	<ul style="list-style-type: none"> · Identity Data · Contact Data · Technical and Usage Data · Profile Data · Marketing and Communications Data
<p>To run promotions, competitions and/or offer additional benefits to you.</p>	<ul style="list-style-type: none"> · Identity Data · Contact Data · Profile Data · Interaction Data · Marketing and Communications Data
<p>If you have applied to work with us; to consider your job application.</p>	<ul style="list-style-type: none"> · Identity Data · Contact Data · Professional Data
<p>To comply with our legal obligations or if otherwise required or authorised by law.</p>	<ul style="list-style-type: none"> · Any relevant Personal Information

Disclosure of personal information to third parties

We may disclose personal information to:

- IT service providers, data storage, web-hosting and server providers such as Google, Amazon Web Services and Hubspot;
- marketing or advertising providers such as Google, Facebook and LinkedIn;
- professional advisors, bankers, auditors, our insurers and insurance brokers;
- payment systems operators such as Xero;
- our existing or potential agents or business partners;
- sponsors or partners of any programs we run;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;

- courts, tribunals and regulatory authorities, in the event you fail to pay for services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required or authorised by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights; and
- third parties to collect and process data, such as Google Analytics (To find out how Google uses data when you use third party websites or applications, please see www.google.com/policies/privacy/partners/ or any other URL Google may use from time to time), Meta Pixel or other relevant analytics businesses; and
- any other third parties as required or permitted by law, such as where we receive a subpoena.

Google Analytics: We may have enabled Google Analytics Advertising Features including Remarketing Features, Advertising Reporting Features, Demographics and Interest Reports, Store Visits, Google Display Network Impression reporting etc. We and third-party vendors may use first-party cookies (such as the Google Analytics cookie) or other first-party identifiers, and third-party cookies (such as Google advertising cookies) or other third-party identifiers together.

You can opt-out of Google Analytics Advertising Features including using a Google Analytics Opt-out Browser add-on found [here](#). To opt-out of personalised ad delivery on the Google content network, please visit Google's Ads Preferences Manager [here](#) or if you wish to opt-out permanently even when all cookies are deleted from your browser you can install their plugin [here](#). To opt out of interest-based ads on mobile devices, please follow these instructions for your mobile device: On android open the Google Settings app on your device and select "ads" to control the settings. On iOS devices with iOS 6 and above use Apple's advertising identifier. To learn more about limiting ad tracking using this identifier, visit the settings menu on your device.

Overseas disclosure:

We store personal information in our data centres in Australia, England and the United States of America. Where we disclose your personal information to the third parties listed above, these third parties may also store, transfer or access personal information outside of where you are based. Where you are accessing our Services from Australia, Africa, the Asia Pacific, the data will be stored in Australia and we will only disclose your personal information overseas in accordance with Australian privacy laws. Where you are accessing our Services from the EU or UK, refer to the 'Data Transfers' section in Appendix 1 for more information on the transfer of personal information outside of EU or UK.

Your rights and controlling your personal information

Your choice: Please read this Privacy Policy carefully. If you provide personal information to us, you understand we will collect, hold, use and disclose your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect our ability to provide our Services to you and your use of our Services.

Information from third parties: If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us

Anonymity: Where practicable we will give you the option of not identifying yourself or using a pseudonym in your dealings with us.

Restrict and unsubscribe: To object to processing for direct marketing/unsubscribe from our email database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

Access: You may request access to the personal information that we hold about you. An administrative fee may be payable for the provision of such information. Please note, in some situations, we may be legally permitted to withhold access to your personal information.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to promptly correct any information found to be inaccurate, out of date, incomplete, irrelevant or misleading. Please note, in some situations, we may be legally permitted to not correct your personal information.

Complaints: If you wish to make a complaint, please contact us using the details below and provide us with full details of the complaint. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take in response to your complaint. You also have the right to contact the relevant privacy authority.

Storage and security

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures, to safeguard and secure personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

While we are committed to security, we cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk.

Cookies

Cookies are text files placed in your computer's browser to store your preferences, provide a better user experience, and track patterns with regards to how users use our online Services. Cookies, by themselves, do not tell us your email address or other personally identifiable information. However, they do recognise you when you return to our online Services and allow third parties, such as [Google, LinkedIn and Facebook], to cause our advertisements to appear on your social media and online media feeds as part of our

retargeting campaigns. If and when you choose to provide our online Services with personal information, this information may be linked to the data stored in the cookie.

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our online Services. They include, for example, cookies that enable you to log into secure areas of our online Services, use a shopping cart or make use of online payment services.
- **Analytical/performance cookies.** These are cookies that allow us to recognise and count the number of visitors to our online Services and to see how visitors move around our online Services when they are using them. This helps us to improve the way our online Services work, for example, by ensuring that users find what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our online Services. These cookies enable us to personalise our content for you and remember your preferences (for example, your choice of language or region).
- **Targeting and advertising cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. [We may also share this information with third parties for this purpose.]
- **Social media cookies.** These cookies are used when you share information using a social media sharing button or “like” button on our websites or you link your account or engage with our content on or through a social media site. The social network will record that you have done this. This information may be linked to targeting/advertising activities.

You can find more information about the individual cookies we use, their category, and the purposes for which we use them in the table below:

Cookie	Category	Purpose
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__cf_bm	Necessary	This cookie, set by Cloudflare, is used to support Cloudflare Bot Management. This is beneficial for the website to distinguish between humans and bots
cookieyes-consent	Necessary	CookieYes sets this cookie to remember users' consent

		preferences so that their preferences are respected on their subsequent visits to this site. It does not collect or store any personal information of the site visitors
wordpress_test_cookie	Necessary	This cookie is used to check if the cookies are enabled on the users' browser
JSESSIONID	Functional	The JSESSIONID cookie is used by New Relic to store a session identifier so that New Relic can monitor session counts for an application
__hssrc	Functional	This cookie is set by Hubspot whenever it changes the session cookie. The __hssrc cookie set to 1 indicates that the user has restarted the browser, and if the cookie does not exist, it is assumed to be a new session
UserMatchHistory	Advertisement	LinkedIn sets this cookie for LinkedIn Ads ID syncing
lang	Functional	LinkedIn sets this cookie to remember a user's language setting
bcookie	Advertisement	LinkedIn sets this cookie from LinkedIn share buttons and ad tags to recognize browser ID
lidc	Functional	LinkedIn sets the lidc cookie to facilitate data center selection
bscookie	Advertisement	LinkedIn sets this cookie to store performed actions on the website
__hssc	Functional	HubSpot sets this cookie to keep track of sessions and to determine if HubSpot

		should increment the session number and timestamps in the __hstc cookie
player	Functional	Vimeo uses this cookie to save the user's preferences when playing embedded videos from Vimeo
_ga	Analytics	The _ga cookie, installed by Google Analytics, calculates visitor, session and campaign data and also keeps track of site usage for the site's analytics report. The cookie stores information anonymously and assigns a randomly generated number to recognize unique visitors
_gid	Analytics	Installed by Google Analytics, _gid cookie stores information on how visitors use a website, while also creating an analytics report of the website's performance. Some of the data that are collected include the number of visitors, their source, and the pages they visit anonymously
_gat_UA-78279191-2	Analytics	A variation of the _gat cookie set by Google Analytics and Google Tag Manager to allow website owners to track visitor behaviour and measure site performance. The pattern element in the name contains the unique identity number of the account or website it relates to
_ga_5853CGLBP5	Analytics	This cookie is installed by Google Analytics
_hjFirstSeen	Analytics	Hotjar sets this cookie to

		identify a new user's first session. It stores a true/false value, indicating whether it was the first time Hotjar saw this user
_hjIncludedInSessionSample	Analytics	Hotjar sets this cookie to know whether a user is included in the data sampling defined by the site's daily session limit
_hjIncludedInPageviewSample	Analytics	Hotjar sets this cookie to know whether a user is included in the data sampling defined by the site's pageview limit
_hjAbsoluteSessionInProgress	Analytics	Hotjar sets this cookie to detect the first pageview session of a user. This is a True/False flag set by the cookie
_gat_gtag_UA_78279191_2	Analytics	Set by Google to distinguish users
vuid	Analytics	Vimeo installs this cookie to collect tracking information by setting a unique ID to embed videos to the website
__hstc	Analytics	This is the main cookie set by Hubspot, for tracking visitors. It contains the domain, initial timestamp (first visit), last timestamp (last visit), current timestamp (this visit), and session number (increments for each subsequent session)
hubspotutk	Analytics	HubSpot sets this cookie to keep track of the visitors to the website. This cookie is passed to HubSpot on form submission and used when deduplicating contacts
sync_active	Performance	This cookie is set by Vimeo

		and contains data on the visitor's video-content preferences, so that the website remembers parameters such as preferred volume or video quality
_fbp	Advertisement	This cookie is set by Facebook to display advertisements when either on Facebook or on a digital platform powered by Facebook advertising, after visiting the website
_hjSessionUser	Analytics	Hotjar uses this cookie to to store a unique user ID
_hjSession	Analytics	Hotjar uses this cookie to provide functions across pages
Practera	Functional	Practera uses this cookie for logging-in users
wordpress	Analytics	Wordpress uses this cookie to store logged-in users
wordpress_sec	Functional	Wordpress uses this cookie to secure the site and provide protection against hackers, store account details.
wordpress_logged_in	Analytics	Wordpress uses this cookie to store logged-in users
wp-settings-0	Analytics	Wordpress uses this cookie to store user preference
wp-postpass	Functional	Wordpress uses this cookies to password protect a page session
ubpv	Analytics	Unbounce uses this cookie for A/B testing to lock and prevent repeat visits from affecting the stats/conversions
ubvs	Analytics	Unbounce uses this cookie

		serve to track whether your visitor (User) has seen the content before
ubvt	Analytics	Unbounce uses this cookie to track conversions externally
AnalyticsSyncHistory	Analytics	LinkedIn uses this cookie to store information about the time a sync took place
li_gc	Analytics	LinkedIn uses this cookie to store consent of guests regarding the use of cookies for non-essential purposes
outbrain_cid_fetch	Analytics	Outbrain uses this cookie to collect data on the user's navigation and behavior on the website. This is used to compile statistical reports and heatmaps for the website owner

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including strictly necessary cookies) you may not be able to access all or parts of our online Services.

Links to other websites

Our Services may contain links to other websites. We do not have any control over those websites and we are not responsible for the protection and privacy of any personal information which you provide whilst visiting those websites. Those websites are not governed by this Privacy Policy.

Amendments

We may, at any time and at our discretion, vary this Privacy Policy by publishing the amended Privacy Policy on our website. We recommend you check our website regularly to ensure you are aware of our current Privacy Policy.

For any questions or notices, please contact our Privacy Officer at:

Intersective Pty Ltd (t/as Practera) ABN 90 145 575 864 Email: contact@practera.com

Last updated: 9 November 2022

APPENDIX 1: ADDITIONAL RIGHTS AND INFORMATION FOR INDIVIDUALS LOCATED IN THE EU OR UK

Under the GDPR individuals located in the EU and the UK have extra rights which apply to their personal information. Personal information under the GDPR is often referred to as personal data and is defined as information relating to an identified or identifiable natural person (individual). This Appendix 1 sets out the additional rights we give to individuals located in the EU and UK, as well as information on how we process the personal information of individuals located in the EU and UK. Please read the Privacy Policy above and this Appendix carefully and contact us at the details at the end of the Privacy Policy if you have any questions.

What personal information is relevant?

This Appendix applies to the personal information set out in the Privacy Policy above. This includes any Sensitive Information also listed in the Privacy Policy above which is known as 'special categories of data' under the GDPR.

Purposes and legal bases for processing

We collect and process personal information about you only where we have legal bases for doing so under applicable laws. We have set out below, in a table format, a description of all the ways we plan to use your personal information, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal information for more than one lawful ground depending on the specific purpose for which we are using your data. Please reach out to us if you need further details about the specific legal ground, we are relying on to process your personal information where more than one ground has been set out in the table below.

Purpose of use / disclosure	Type of Data	Legal Basis for processing
To enable you to access and use our Services, including to provide you with a login and allow you to	<ul style="list-style-type: none">· Identity Data· Contact Data· Profile Data	<ul style="list-style-type: none">· Performance of a Contract

communicate on our educational platform.		
To contact and communicate with you about our Services including in response to any support requests you lodge with us or other enquiries you make with us.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Profile Data 	<ul style="list-style-type: none"> · Performance of a Contract
To contact and communicate with you about any enquiries you make with us via our website.	<ul style="list-style-type: none"> · Identity Data · Contact Data 	<ul style="list-style-type: none"> · Legitimate interests: to ensure we provide the best client experience we can offer by answering all of your questions.
For internal record keeping, administrative, invoicing and billing purposes.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Financial Data · Transaction Data 	<ul style="list-style-type: none"> · Performance of a contract with you · To comply with a legal obligation · Legitimate interests: to recover debts due to us and ensure we can notify you about changes to our Licensing / Services Agreement and any other administrative points.
For analytics, market research and business development, including to operate and improve our Services, associated applications and associated social media platforms.	<ul style="list-style-type: none"> · Profile Data · Technical and Usage Data 	<ul style="list-style-type: none"> · Legitimate interests: to keep our website updated and relevant, to develop our business, improve our Services and to inform our marketing strategy

For advertising and marketing, including to send you promotional information that we consider may be of interest to you.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Technical and Usage Data · Profile Data · Marketing and Communications Data 	<ul style="list-style-type: none"> · Legitimate interests: to develop our Services and grow our business
To run promotions, competitions and/or offer additional benefits to you.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Profile Data · Interaction Data · Marketing and Communications Data 	<ul style="list-style-type: none"> · Legitimate interests: to facilitate engagement with our business and grow our business
If you have applied to work with us; to consider your job application.	<ul style="list-style-type: none"> · Identity Data · Contact Data · Professional Data 	<ul style="list-style-type: none"> · Legitimate interests: to consider your employment application
To comply with our legal obligations or if otherwise required or authorised by law.	<ul style="list-style-type: none"> · Any relevant Personal Information 	<ul style="list-style-type: none"> · To comply with a legal obligation

If you have consented to our use of data about you for a specific purpose, you have the right to change your mind at any time, but this will not affect any processing that has already taken place. Where we are using your data because we or a third party have a legitimate interest to do so, you have the right to object to that use though, in some cases, this may mean no longer using our services. Further information about your rights is available below.

Data Transfers

The countries to which we send data for the purposes listed above may be less comprehensive than what is offered in the country in which you initially provided the information. Where we transfer your personal information outside of the country where you are based, we will perform those transfers using appropriate safeguards in accordance with

the requirements of applicable data protection laws and we will protect the transferred personal information in accordance with this Privacy Policy and Appendix 1. This includes:

- only transferring your personal information to countries that have been deemed by applicable data protection laws to provide an adequate level of protection for personal information; or
- including standard contractual clauses in our agreements with third parties that are overseas.

Extra rights for EU and UK individuals

You may request details of the personal information that we hold about you and how we are process it (commonly known as a “data subject request”). You may also have a right in accordance with applicable data protection law to have your personal information rectified or deleted, to restrict our processing of that information, to object to decisions being made based on automated processing where the decision will produce a legal effect or a similarly significant effect on you, to stop unauthorised transfers of your personal information to a third party and, in some circumstances, to have personal information relating to you transferred to you or another organisation.

If you are not happy with how we are processing your personal information, you have the right to make a complaint at any time to the relevant Data Protection Authority based on where you live. We would, however, appreciate the chance to deal with your concerns before you approach the Data Protection Authority, so please contact us in the first instance using the details set out above in our Privacy Policy above.

For any questions or notices, please contact us using the details set out in above in our Privacy Policy.

Practera Programs Code of Conduct (Australia)

Welcome! We are excited to welcome you to Practera. Our Platform and Programs help students and professionals build and evolve their skills, experience and connections. You are engaged in a Program facilitated by Practera directly – typically these may include team projects, skills credentialing, mentoring and placements. Before proceeding, please review our Programs Code of Conduct [<link>](#) which is additional to and complementary to our Site Terms & Conditions.

All participants must accept this Code of Conduct and follow the standards of behaviour outlined in this policy to participate in the Program.

1. General Obligations

You will make reasonable efforts to foster inclusive, safe and lawful conditions for all participants you engage with through this Program, regardless of gender, sexual orientation, ability, ethnicity, socioeconomic status, and religion (or lack thereof). You will undertake to provide other participants, according to your role & responsibilities:

- A safe work environment
- Treatment with dignity, courtesy and respect, with interactions free from discrimination, bullying, sexual harassment and exploitative work practices
- Recruitment, selection and assessment decisions based on merit and not affected by irrelevant personal characteristics
- Requests for information, work and activity that are fair, equitable, reasonable, do not seek irrelevant personal information, and aligned with the learning objectives and requirements of the program
- You will not use any participant's personal information that may be divulged for any purpose other than as reasonably required for the direct purposes of the Program.
- Reasonable flexibility in working arrangements, especially where needed to accommodate their family responsibilities, disability, religious beliefs or culture.
- The right to raise issues or to make an enquiry or complaint in a reasonable and respectful manner without being victimised
- Help to resolve complaints informally, and refer unresolved or serious formal complaints about breaches of this policy to Practera

You acknowledge that it is your responsibility to familiarise yourself with, exercise and adhere to your Rights and Responsibilities relevant to the Experience you are participating in, and Practera bears no liability for your failure to exercise your rights, responsibilities or any loss or damage resulting from a breach of this code of conduct by you. This Code of Conduct is provided as a guide only and no warranties are made as to its legal accuracy, currency or completeness.

2. Workplace Safety & Health

If you are a student / learner engaging in a Program, you undertake the following;

- You acknowledge that you are responsible for the health & safety conditions of any work practices, premises or systems that you choose to employ to complete the requirements of the Program.

- You will follow safe working methods, and the use of safe equipment.
- You agree to ensuring that all relevant WHS laws that may apply to working conditions and the work environment you are responsible for relevant to this experience are observed.
 - Further information on Australian WHS regulations may be found here as an example of national regulation <https://www.safeworkaustralia.gov.au/>
- You agree to notify your Program Manager, and/or Practera in a timely manner if any WHS incident comes to your attention during the course of the project involving any participant.

If you are an employer or client, you undertake the following;

- You are in no way taking on WHS responsibility for the student as an employee, and are not responsible for the WHS conditions of any work practices, requirements, premises or systems the students may be exposed to in undertaking this experience EXCEPT for those you provide to the students and/or require them to use

Within this context;

- You agree to provide students undertaking this experience a safe and healthy workplace, safe working methods, and the provision of safe equipment insofar as students are working directly with your personnel, using your systems, or on your premises.
- If required, students attending a work site will be provided the required WHS induction, information, supervision and equipment that would be provided to any casual site visitor.
- You agree to ensuring that all WHS laws that may apply to working conditions and the work environment relevant to this experience are observed and enforced.
 - Further information on Australian WHS regulations may be found here as an example of national regulation <https://www.safeworkaustralia.gov.au/>
- You agree to notify the Program Manager and/or Practera in a timely manner if any WHS incident comes to your attention during the course of the experience.

3. Unacceptable Conduct

Discrimination, bullying, sexual harassment work practices are unacceptable and unlawful under the following Australian legislation:

- Sex Discrimination Act 1984 (Cth)
- Racial Discrimination Act 1975 (Cth)
- Disability Discrimination Act 1992 (Cth)
- Age Discrimination Act 2004 (Cth)
- Australian Human Rights Commission Act 1986 (Cth)

Participants found to have engaged in such conduct in the Program may be counselled, warned or removed from the Program at the absolute discretion of Practera.

a. Discrimination

Discrimination is treating, or proposing to treat, someone unfavourably because of a personal characteristic protected by the law, such as sex, age, race or disability.

Discrimination can occur:

- Directly, when a person or group is treated less favourably than another person or group in a similar situation because of a personal characteristic protected by law (see list below). For example, a person is harassed and humiliated because of their race or a person is not excluded because they are 'too old'
- Indirectly, when an unreasonable requirement, condition or practice is imposed that has, or is likely to have, the effect of disadvantage on people with a personal characteristic protected by law (see list below).
- For example, program selection is decided based on people who have not made a previous complaint claim rather than on merit.

Protected personal characteristics under Federal discrimination law include:

- A disability, disease or injury, including work-related injury
- Parental status or status as a carer, for example, because they are responsible for caring for children or other family members
- Race, colour, descent, national origin, or ethnic background
- Age, whether young or old, or because of age in general
- Sex
- Industrial activity, including being a member of an industrial organisation like a trade union or taking part in industrial activity, or deciding not to join a union
- Religion
- Pregnancy and Breastfeeding
- Sexual orientation, intersex status or gender identity, including gay, lesbian, bisexual, transsexual, transgender, queer and heterosexual
- Marital status, whether married, divorced, unmarried or in a de facto relationship or same sex relationship
- Political opinion
- Social origin
- Medical record
- An association with someone who has, or is assumed to have, one of these characteristics, such as being the parent of a child with a disability.
- It is also against the law to treat someone unfavourably because you assume they have a personal characteristic or may have it at some time in the future.

b. Bullying

If someone is being bullied because of a personal characteristic protected by equal opportunity law, it is a form of discrimination. Bullying can take many forms, including jokes, teasing, nicknames, emails, pictures, text messages, social isolation or ignoring people, or unfair work practices.

Under Federal law, this behaviour does not have to be repeated to be discrimination – it may be a one-off event. Behaviours that may constitute bullying include:

- Sarcasm and other forms of demeaning language
- Threats, abuse or shouting
- Coercion
- Isolation
- Inappropriate blaming
- Ganging up
- Constant unconstructive criticism
- Deliberately withholding information or equipment that a person needs to do their job or access their entitlements
- Unreasonable refusal of requests for leave, training or other workplace benefits.

- Bullying is unacceptable in our Programs and may also be against relevant laws.

2.3. Sexual Harassment

Sexual harassment is a specific and serious form of harassment. It is unwelcome sexual behaviour, which could be expected to make a person feel offended, humiliated or intimidated. Sexual harassment can be physical, spoken or written. It can include:

- Comments about a person's private life or the way they look
- Sexually suggestive behaviour, such as leering or staring
- Brushing up against someone, touching, fondling or hugging
- Sexually suggestive comments or jokes
- Displaying offensive screensavers, photos, calendars or objects
- Repeated unwanted requests to go out
- Requests for sex
- Sexually explicit posts on social networking sites
- Insults or taunts of a sexual nature
- Intrusive questions or statements about a person's private life
- Sending sexually explicit emails or text messages
- Inappropriate advances on social networking sites
- Accessing sexually explicit internet sites
- Behaviour that may also be considered to be an offence under criminal law, such as physical assault, indecent exposure, sexual assault, stalking or obscene communications.
- Just because someone does not object to inappropriate behaviour at the time, it does not mean that they are consenting to the behaviour.
- A single incident is enough to constitute sexual harassment – it doesn't have to be repeated. All incidents of sexual harassment – no matter how large or small or who is involved – require employers and managers to respond quickly and appropriately. You recognise that comments and behaviour that do not offend one person can offend another. This policy requires all staff and volunteers to respect other people's limits.

c. Victimisation

Victimisation is subjecting or threatening to subject someone to a detriment because they have asserted their rights under equal opportunity law, made a complaint, helped someone else make a complaint, or refused to do something because it would be discrimination, sexual harassment or victimisation. Victimisation is against the law.

d. Gossip

It is unacceptable for Participants to talk with other Participants about any complaint of discrimination or harassment, unless those specific individuals are directly involved in the complaint or the resolution process.

e. Merit

All recruitment / selection, assignment, feedback and assessment decisions will be based on merit – the skills and abilities of the Participant as measured against the inherent requirements of the role, activity or task – regardless of personal characteristics.

It is unacceptable and may be against the law to ask participants questions, or to in any other way seek information about their personal characteristics, unless this can be shown to be directly relevant to a genuine requirement of the Program.

4. Exploitation

You agree not to request, require, undertake or accept work or activity as part of or connected to this Program that;

- Is likely to violate your human rights or those of another participant (including amounting to a form of [Modern Slavery](#) – understood, at a minimum, as those expressed in the [International Bill of Human Rights](#) and the principles concerning fundamental rights set out in the [International Labour Organization’s Declaration on Fundamental Principles and Rights at Work](#)).
- Is likely to be in breach Australia’s Fair Work Act, including requesting or accepting unpaid work or activity beyond the scope and duration of the agreed learning experience to the extent that an effective employment relationship is formed, WITHOUT an employment contract including payment at or above minimum wage, leave, superannuation and other entitlements being executed between employer and employee. Further information on Australia’s Fair Work Principles may be found through the [Fair Work Ombudsman](#), in particular as they apply to [unpaid work](#).

You agree to notify your Program Manager, and/or Practera in a timely manner if any WHS incident comes to your attention during the course of the project involving any participant.

5. Resolving issues

6.1. Consequences of Unacceptable Behaviour

Unacceptable behaviour from any Participant will not be tolerated. Anyone asked to cease or modify unacceptable behaviour is expected to comply immediately. If a Participant is reasonably assessed to have engaged in unacceptable behaviour, Practera may take any action we deem appropriate in our absolute discretion, up to and including suspension or removal of the Person from the Program and/or reporting to relevant employers, institutions or authorities.

6.2. Reporting Violations and Subsequent Disciplinary Action

Practera strongly encourages any Participant who believes they are unsafe, have been exploited, discriminated against, bullied, sexually harassed or victimised to take appropriate action by immediately contacting their Program Manager, Employer, and/or Practera via connect@practera.com, or Katrina Greig, Executive Director Programs katrina@practera.com for advice and support or action on their behalf.

6. More Information

If you have a query about this policy or need more information please contact Practera.