

Mentally Well Workplaces General Website Terms

This website (www.mentallywellworkplaces.com.au) (**Website**) is owned and operated by Career Development Centre Pty Ltd trading as Mentally Well Workplaces (**CDC, we, us, our**).

By using his Website, you agree to be bound by the following agreement (**Terms of Use**) between you and CDC. These Terms of Use incorporate our Privacy Policy and govern your access to and use of the Website.

If you do not agree to these Terms of Use, please exit the Website immediately.

1. Your Warranties and Obligations

1.1 You agree to:

- (a) comply with these Terms of Use and all applicable laws and regulations; and
- (b) use the Website in good faith and for personal use only.

1.2 You must not:

- (a) use the Website in breach of any applicable laws or regulations;
- (b) interfere with, disrupt, or create an undue burden on the Website; or
- (c) permit a third party to:
 - (i) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the content of the Website; or
 - (ii) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Website.

1.3 If you believe that a user has breached any of the above conditions, please contact us.

1.4 CDC reserves the right to block or suspend any user of the Website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the Website, without notice.

1.5 CDC is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the Website by any person other than CDC. CDC does not endorse any opinion, advice or statement made by any person other than CDC.

1.6 You agree to indemnify CDC and each of the officers, employees, agents, contractors, suppliers and licensors (collectively **Affiliates**) of CDC in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms of Use, or any other default or wrongful conduct in relation to the subject matter of these Terms of Use, on the part of you or any of your Affiliates.

2. Intellectual Property Rights

- 2.1 The material on the Website is protected under Australian and international copyright and other laws governing protection of Intellectual Property Rights. All Website content, including images, text, training resources and videos, is owned by, or licensed to, CDC. You must not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, create derivative works from, adapt, or edit any Website content for any purposes other than as allowed under these User Terms.
- 2.2 Please contact us if you wish to re-post articles or images from this Website on another site, as some materials are subject to third party licences.

3. Third Party Content

- 3.1 The Website may contain links to or display the content of third parties (**Third Party Content**), including links to websites operated by other organisations and individuals (**Third Party Websites**). Third Party Content and Third Party Websites are not under the control of CDC.
- 3.2 CDC does not endorse, approve or make any warranty or Claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

4. Important Disclaimers and Limitation of liability

- 4.1 By accessing our Website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by the Website or by any Third Party Content or Third Party Website.
- 4.2 To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in connection with the Website are excluded. By accessing this Website, you agree to indemnify CDC and each of its Affiliates for any loss, damage, cost, or expense whatsoever suffered arising out of or in connection with your use of the Website.

5. Responsibility for own actions

- 5.1 Each party agrees to release and hold harmless, indemnify and defend the other party and its Indemnified Officers against any Claim or Liability from or in relation to:
- (a) its own negligence or malpractice, or reckless or intentional misconduct; and
 - (b) its own failure to perform its obligations and responsibilities under these Terms of Use.

6. Indemnity

- 6.1 You agree to release and hold harmless, indemnify and defend us and our Indemnified Officers against any Claim or Liability from or in relation to:
- (a) the misuse of the Website by you or any person you allow to access the Website using your account, whether deliberately or otherwise;

- (b) your breach of any law or infringement of any third party rights including Intellectual Property Rights; and
- (c) your breach of these Terms of Use or your breach of any warranties under this agreement.

6.2 You agree to release and hold harmless us and our Indemnified Officers against any Claim or Liability arising from or in relation to:

- (a) any loss or damage to persons or property (including data) caused by:
 - (i) the use of the Website by you or any person you allow to access the Website using your account;
 - (ii) the inability to use the Website by you or any person you allow to access the Website using your account; and
 - (iii) the reliance on any information provided on the Website, by you or any person you allow to access the Website using your account; and
- (b) any downtime, interruption, hardware or software failure, or Consequential Loss of any kind,

whether directly or indirectly arising in connection with the Website, even if we knew or should have known about the possibility of such loss or damage.

6.3 You indemnify us for any reasonable legal expenses we incur as a result of your breach of these Terms of Use, on a solicitor and own client basis.

7. Termination of Access

7.1 If we in our absolute discretion determine that you have breached these Terms of Use, we may immediately and without further notice suspend your access and use of the Website, by technical or other means.

8. General

8.1 **Enduring clauses:** The parties' rights and obligations under clauses 2, 3, 4, 5, 6, 8, 7, 8, and 9 will survive the termination of these Terms of Use for whatever reason.

8.2 **Jurisdiction:** The laws of Queensland, Australia apply to these Terms of Use and the parties submit exclusively to the courts of that jurisdiction.

8.3 **Severability:** If any provision of this agreement is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of this agreement.

8.4 **Assignment:** We may assign or novate our rights and obligations under these Terms of Use at any time by notice on the Website. Upon assignment or novation, our rights and obligations are binding on and will benefit our respective representatives, successors and assigns.

9. Definitions and Interpretation

9.1 In these Terms of Use:

- (a) **Claim** means any claim notice, demand, investigation, action, proceeding, litigation, or judgment however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence) or statute and whether involving a party to these Terms of Use or third party.
- (b) **Consequential Loss** includes, without limitation:
 - (i) loss of data or unauthorised disclosure of data;
 - (ii) loss of opportunity, loss of revenue, loss of anticipated profits or savings, expenses incurred through default or breach, wasted overheads, loss of contract, loss of bargain, loss of business, loss of production, loss of use, loss of goodwill, and all other pure economic loss; and
 - (iii) disappointment, distress, stress, and inconvenience.
- (c) **Indemnified Officers** means, in relation to a party, its directors, employees, contractors, agents and representatives.
- (d) **Intellectual Property Rights** includes all copyright, trade mark, design, patents and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, whether created before or after the date of this agreement (as applicable), but excludes moral rights.
- (e) **Liability** means any liability (whether actual or prospective), loss, damage, cost or expense of any description, including legal fees on a solicitor and own client basis.
- (f) **Website:** means the website access at www.mentallywellworkplaces.com.au.

10. Interpretation

10.1 The following rules of interpretation apply unless the context requires otherwise:

- (a) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (b) headings and italicised, highlighted or bold type are for convenience only and do not affect the interpretation of this agreement;
- (c) a reference to these Terms of Use or another document includes any variation, novation, replacement or supplement to any of them from time to time;
- (d) a reference to conduct includes any omission, representation, statement or undertaking, whether or not in writing;
- (e) specifying anything in these Terms of Use after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary; and
- (f) nothing in this agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition,



warranty, guarantee, right or remedy implied by law (including the *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.

11. Contact us

- 11.1 If you have any questions regarding these Terms of Use, please contact us at info@mentallywellworkplaces.com.au