



## Mentally Well Workplaces - User Terms

This website ([www.mentallywellworkplaces.com.au](http://www.mentallywellworkplaces.com.au)) (**Website**) is owned and operated by Career Development Centre Pty Ltd trading as Mentally Well Workplaces ABN 61 620 856 135 (**Mentally Well Workplaces, we, us**).

In this document, references to 'Courses' means any of the online training courses we make available on our Website, and references to 'Resources' means any of the training materials, videos, audio, guides and other resources we make available on our Website.

By accessing our Website or Resources, or participating in any of our Courses, you agree to be bound by the following agreement (**User Terms** or **this agreement**) between you and Mentally Well Workplaces. These User Terms incorporate our General Website Terms and Privacy Policy and govern your access to and use of all Courses and Resources.

If you do not agree to these User Terms, you must not access or participate in our Courses or access or use any of our Resources.

### 1. Mentally Well Workplaces

1.1 At Mentally Well Workplaces, we provide a range of induction and training courses, workshops and seminars for the benefit of our clients and their employees. We also provide a range of resources through the online resources library on our Website, with content focussed on health and wellness topics.

1.2 Although much of our Website content is health and wellness focussed, we are not a health service provider and cannot provide you with medical advice, diagnosis or treatment. By accessing our Resources and Courses, you acknowledge that the information provided through our Courses and Resources:

- (a) is general in nature;
- (b) does not contain all available information;
- (c) does not constitute medical or mental health advice, diagnosis or treatment; and
- (d) does not qualify you to give medical or mental health advice, diagnosis or treatment of any kind to any person.



- 1.3 Our Courses and Resources are designed to provide general information and training on a range of topics, including mental health, and raise awareness of the importance of mental wellness in the workplace. They are not intended to be used as a medical diagnostic tool, nor a substitute for medical advice.
- 1.4 We strongly recommend that you seek advice from a qualified health care professional if you have any questions about your mental health, medical conditions, diagnosis, or treatment.
- 1.5 In addition to the limitations of liability contained in clause 4, we do not accept responsibility or liability for any error, omission, injury, expense, loss or damage incurred by you or another person as a result of you using or relying upon any information provided via our Courses or Resources, or any other part of our Website.

## **2. Acceptable use**

- 2.1 You agree to use all Courses and Resources in good faith and for personal use only.
- 2.2 Subject to these User Terms, we grant you a limited, non-exclusive, non-transferable licence to use the Website to:
  - (a) set a password and access your account, if we send you a direct link to do so;
  - (b) access the Courses and Recourses we provide you with access to; and
  - (c) view and download any certificates of completion we provide to you by email, or otherwise make available to you via the Website.

## **3. Intellectual Property Rights**

- 3.1 The content provided through our Courses and Resources is protected under Australian and international copyright and other laws governing protection of Intellectual Property Rights. You must not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, create derivative works from, adapt, or edit any content for any purposes other than as allowed under these User Terms.
- 3.2 Please contact us to request permission if you wish to re-post or share content from our Website on another site.

## **4. Important Disclaimers and Limitation of Liability**

- 4.1 Nothing in this agreement excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law.
- 4.2 Subject to clause 4.1, and to the fullest extent allowable at law:
  - (a) all information and material provided on the Website, including all Recourses provided through our resource library , are provided on an 'as is' basis;



- (b) we only accept liability to you as set out in this clause 4, or as required by consumer or other laws that cannot be excluded by contract;
- (c) we are not liable to you for indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) in connection with this agreement;
- (d) we are not liable to you for default or failure in performance of our obligations under this agreement resulting directly or indirectly from circumstances caused by factors beyond our reasonable control; and
- (e) despite any other provision to the contrary, you agree that Mentally Well Workplaces' total liability and the total liability of Mentally Well Workplaces' Indemnified Officers in connection with this agreement whether under contract or tort, will not exceed \$100.

4.3 We do not warrant, guarantee or make any representation that:

- (a) your access to our Courses or Resources will be uninterrupted or error free or that errors will be corrected; or
- (b) the content of our Website, including our Courses and Resources, is complete, accurate, current, or meets any particular standard.

## **5. Indemnity**

5.1 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) your acts or omissions, and the acts or omissions of any person you allow to access our Courses and Resources using your account (whether deliberately or otherwise); and
- (b) your action, inaction, delay or breach of your obligations under this agreement or your breach of any warranties under this agreement.

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

## **6. Term and Termination**

6.1 This agreement is binding on you from the date that you first access our Courses or Resources and continues until these User Terms are terminated.

6.2 If we in our absolute discretion determine that you have breached these User Terms, we may immediately and without further notice suspend your access and use of our Courses and Resources, and may delete any data associated with your account.

6.3 If we terminate your account, you must not request another account (either directly, or through your employer) without our written permission.



## 7. General

- 7.1 **Enduring clauses:** The parties' rights and obligations under clauses 3, 4, 5, 7, and 8 will survive the termination of these User Terms for whatever reason.
- 7.2 **Jurisdiction:** The laws of Queensland, Australia apply to these User Terms and the parties submit exclusively to the courts of that jurisdiction.
- 7.3 **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.
- 7.4 **Assignment:** We may assign or novate our rights and obligations under these User Terms 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.

## 8. Definitions

### 8.1 In these User Terms:

- (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 User Terms 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.



## **9. Interpretation**

- 9.1 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 User Terms 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 User Terms 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.

## **10. Contact us**

- 10.1 If you have any questions regarding these User Terms, please contact us at [info@mentallywellworkplaces.com.au](mailto:info@mentallywellworkplaces.com.au).