

EEK & SENSE Website Terms of Use

These Terms of Use govern access to and use of the GLWS websites which are owned by EEK & SENSE Pty Ltd (EEK & SENSE, or we, us or our):

- www.glswellbeing.com and,
- www.myglws.com and,
- any other websites which may replace those websites from time to time and,
- any other application distribution platform (including mobile applications) through which EEK & SENSE provides GLWS Products or Services from time to time.

Should you have any questions with respect to these Terms, please contact us using the contact form on the website or by emailing admin@glswellbeing.com

1. General Responsibilities

- 1.1 By accessing these websites you acknowledge and accept these Terms of Use and other policies and Terms that may be relevant to your interactions with us namely: the EEK & SENSE Privacy Policy; Terms and Conditions of Use for GLWS Respondents; and Terms and Conditions of Use for GLWS Accredited Coaches.
- 1.2 EEK & SENSE may at any time change these Terms of Use or any other content on these websites. Although we make reasonable efforts to update the information on our websites, we make no representations, warranties or guarantees, whether express or implied, that the content on our websites is accurate, complete or up to date.
- 1.3 We do not guarantee that our websites, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our websites for business and operational reasons. If possible we will give reasonable notice of any suspension or withdrawal.
- 1.4 You are responsible for ensuring that all persons who access our websites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 1.5 We will only use your personal information as set out in our Privacy Policy.
- 1.6 Use of the GLWS websites is subject to all applicable laws and regulations. We will vigorously protect our legal rights and interests.

2. Not Advice

- 2.1 The content on our websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our websites.

3. Disclaimer

- 3.1 EEK & SENSE are not responsible to you or anyone else for any loss suffered in connection with the use of our websites or any of their content. EEK & SENSE exclude, to the maximum extent permitted by law, any liability which may arise as a result of the use of the GLWS websites, their content or the information on it, including links to other websites.
- 3.2 Different limitations and exclusions of liability will apply to liability arising as a result of our entering into other agreements with you, such as GLWS Coaches or GLWS Respondents. Please always refer to the relevant agreement which governs our relationship and if you are unsure, please contact us at the email address provided above.
- 3.3 Where liability cannot be excluded, any liability incurred by us in relation to the use of the GLWS websites or their content, is limited to the extent provided for by the Australian Consumer Law. To the extent permitted by law, EEK & SENSE will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any consequential, incidental, indirect or special loss or damage.
- 3.4 Where our websites contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

4. Intellectual Property

- 4.1 EEK & SENSE own or are entitled under licence to all rights, title and interests (including present and future copyright) in the GLWS websites. All material including domain names, company and business names, text, graphics, images, photographs, designs, illustrations, diagrams, logos, buttons, icons, software, and all products and services described on the websites are owned exclusively by EEK & SENSE, or others

who have licensed their material to EEK & SENSE (unless expressly indicated otherwise).

- 4.2 The GLWS logo is a registered trade mark and may only be reproduced with the written consent of EEK & SENSE. A number of logos appearing on the GLWS websites are registered trade marks owned by third parties and have been reproduced on these websites with the agreement of those third parties.
- 4.3 EEK & SENSE reserve the right to all other intellectual property that is inherent in other information, products, processes or technologies which form part of these websites and are not explicitly licensed.
- 4.4 Users of the GLWS websites are granted a non-exclusive, non-assignable and non-transferable licence to use the websites only in accordance with these Terms of Use. Nothing in these Terms of Use or the websites will give users ownership of the content. Users may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the content except as:
 - expressly authorised either in the websites or these Terms of Use;
 - permitted under the Copyright Act, including for any fair dealing purposes such as private study, research, criticism or review; or
 - authorised in writing by EEK & SENSE.
- 4.5 The websites allow you to download certain documents related to the GLWS for free (GLWS Sample Reports, Collections of Wellbeing Insights and others from time to time). In the event of you downloading these documents, you may print off one copy for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.6 Our status (and that of any identified contributors) as the authors of content on our websites must always be acknowledged.
- 4.7 You must not use any part of the content on our websites for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.8 If you print off, copy or download any part of our websites in breach of these terms of use, your right to use our websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If you wish to link to or make any use of content on our websites other than that set out above, please contact admin@glwswellbeing.com.

5. Your Membership Access

- 5.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 5.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at admin@glswellbeing.com

6. Linking to the GLWS websites

We require that the following rules are adhered to when establishing an external link from another website to the GLWS websites:

- 6.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 6.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 6.3 You must not establish a link to our websites in any website that is not owned by you.
- 6.4 Our websites must not be framed on any other website.
- 6.5 We retain, in our sole discretion, a right to disapprove and seek the removal of any link to our websites. If a link is not immediately removed upon request, we reserve the right to disable that link.
- 6.6 The website in which you are linking must comply in all respects with the content standards set out below.

Content must:

- ~ Be accurate (where it states facts).
- ~ Be genuinely held (where it states opinions).
- ~ Comply with the law applicable in Australia or in any country from which it is posted.

Content must not:

- ~ Be defamatory of any person.

- ~ Be obscene, offensive, hateful or inflammatory.
- ~ Promote sexually explicit material.
- ~ Promote violence.
- ~ Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- ~ Infringe any copyright, database right or trade mark of any other person.
- ~ Be likely to deceive any person.
- ~ Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- ~ Promote any illegal activity.
- ~ Be in contempt of court.
- ~ Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- ~ Be likely to harass, upset, embarrass, alarm or annoy any other person.
- ~ Impersonate any person, or misrepresent your identity or affiliation with any person.
- ~ Give the impression that the content emanates from us if this is not the case.
- ~ Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- ~ Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- ~ Contain any advertising or promote any services or web links to other websites.

7. Use of the E-Shop

- 7.1 We use reasonable endeavours to ensure the accuracy of the information on the E-Shop, however we assume no responsibility for any errors or omissions in the information available on the E-Shop.
- 7.2 We do not guarantee continuous, uninterrupted or secure access to the E-Shop or that the operation of the E-Shop will be uninterrupted or error free.

- 7.3 Any order you submit via our E-Shop is subject to our acceptance of your order and the availability of items. Until you complete a purchase, any product (s) in your cart are not reserved and may be purchased by other customers.
- 7.4 You must pay for a product at the time you place your order and EEK & SENSE will deduct all amounts owing at the time of processing your order.
- 7.5 Payment can be made with valid credit cards (Visa, Mastercard). EEK & SENSE will deduct all amounts owing at the time of processing your order. If we are unable to deduct from your credit card the total amount owing to us in one transaction, we may process any number of transactions on your credit card until the total amount owed to us is paid.
- 7.6 The description of goods, services and prices may be subject to change or correction at any time. Although we seek to ensure information is correct, we make no representation or warranty as to information being accurate or complete. If we discover an error (e.g. goods or services are displayed for the wrong price), we will try to notify you as soon as possible and allow you to cancel your order and obtain a refund if desired. You may be required to provide your credit card details to us for the purpose of issuing a credit to your credit card account in the amount of any cancelled order.
- 7.7 By submitting an order via the website you warrant that:
- you are capable of entering into a legally binding contract with EEK & SENSE,
 - you are authorised and able to make payment via the method you have chosen,
 - the payment information you have provided is correct, and
 - your purchase is not made for the purpose of commercial resale.

8. Refund/Cancellation Policy

- 8.1 Should you receive the incorrect product, please contact EEK & SENSE within 7 days of receipt and we will arrange, as appropriate and depending on availability, the correct product to be provided, or a credit or refund.
- 8.2 Cancellation terms for GLWS Accreditation Face to Face Workshops are as follows:
- In the event of low participant numbers, EEK & SENSE reserve the right to cancel the workshop up to 14 days prior and offer either a full refund or a place on another program.
 - The full course fee will be charged to you at the time of registration. In the event of cancellation and/or re-scheduling, EEK & SENSE reserve the right to apply the following terms:

- ~ If you withdraw from a workshop at least 14 days prior to the course commencement date and re-book to an alternative date, no cancellation/rescheduling fee will be charged.
- ~ If you withdraw from a workshop at least 14 days prior to the course commencement date, without re-booking for an alternative date, a cancellation fee of 20% will be charged and the remainder refunded to you.
- ~ If you withdraw within 14 days of the workshop commencement date, and re-book to another date, a cancellation fee of 50% will be charged.
- ~ If you withdraw within 14 days of the workshop commencement date, without re-booking to another date, a cancellation fee of 100% will be charged.

8.3 EEK & SENSE intend to run live webinars from time to time but reserves the right to change the programs without notice and to cancel if there are insufficient registrations. In the event that you have paid to attend a webinar that is subsequently cancelled, your payment will be refunded.

8.4 To claim a refund, exchange, credit or for further information please send an email to admin@glswellbeing.com.

9. Prohibitions

9.1 Users of our websites must not:

- use the websites in any way contrary to law or regulation or these Terms of Use, in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- undertake data harvesting of personal information from the websites.
- use information obtained from the websites about a person, corporation or other entity to send unsolicited communications to that person, corporation or other entity.
- access without authority, interfere with, damage or disrupt:
 - any part of our websites;
 - any equipment or network on which our websites is stored;
 - any software used in the provision of our websites;
 - any equipment or network or software owned or used by any third party.
- attempt to modify, reverse engineer, or reverse-assemble any part of the websites.

- hack into any part of the websites through password mining, phishing, or any other means.
- in any way interfere with access to, or functionality of, the websites or any transaction or process undertaken via the websites.

10. Website security

- 10.1 We do not guarantee that our websites will be secure or free from bugs or viruses.
- 10.2 You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.
- 10.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our websites, the server on which our websites are stored or any server, computer or database connected to our websites. You must not attack our websites via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Cybercrime Act 2001 (Australia) and other similar or equivalent pieces of national legislation worldwide. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our websites will cease immediately.

11. Breach of these terms

- 11.1 Any breach of these terms may be deemed to constitute a material breach and may result in our taking all or any of the following actions:
- Immediate, temporary or permanent withdrawal of your right to use our websites.
 - Issue of a warning to you.
 - Legal action against you including proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 11.2 We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

12. Applicable Law

- 12.1 These Terms are governed by the law of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts

