



Mental Health Induction Terms of Use

This Mental Health Induction resource is offered by Mentally Well Schools Pty Ltd / MWS (**we, us our**)

By accessing the Mental Health Induction, you agree to the following:

1. The Mental Health Induction

1.1 You acknowledge that all information provided through the Mental Health Induction:

- (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.

1.2 The Mental Health Induction is designed to provide general information and training about mental health and raise awareness of the importance of mental wellness in the workplace and in schools. It is not intended to be a medical diagnostic tool, nor a substitute for medical advice.

1.3 You are strongly encouraged to seek advice from a qualified health care professional if you have any questions about your mental health, medical conditions, diagnosis, or treatment.

1.4 Neither we nor MWS accepts any 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 the Mental Health Induction.

2. Users of the Mental Health Induction

2.1 Subject to these User Terms, you have a limited, non-exclusive, non-transferable licence to use the Mental Health Induction to:

- (a) Set a password and access your account, if we send you a direct link to do so;
- (b) access the training resources 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 Mental Health Induction.

3. Intellectual Property Rights

- 3.1 The content provided on the Mental Health Induction 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 **Intellectual Property Rights** includes all copyright, trademark, 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.
- 3.3 We and MWS do not warrant, guarantee or make any representation that:
 - (a) your access to the Mental Health Induction will be uninterrupted or error free or that errors will be corrected; or
 - (b) the content of the Mental Health Induction is complete, accurate, current, or meets any particular standard.

4. Applicability and Breach

- 4.1 These User Terms are binding on you from the date that you first access the Mental Health Induction.
- 4.2 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 the Mental Health Induction and may delete any data associated with your account.
- 4.3 If we terminate your account, you must not request another account without our written permission.
- 4.4 The parties' rights and obligations under clauses 3, 4, 5, 7, and 8 will survive the termination of these User Terms for whatever reason

5. General

- 5.1 **Jurisdiction:** The laws of Queensland, Australia apply to these User Terms and the parties submit exclusively to the courts of that jurisdiction.
- 5.2 **Australian Consumer Law:** 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 under the Australian Consumer Law of the *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.

5.3 **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.

6. Interpretation

6.1 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; and
- (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.

7. Contact us

7.1 If you have any questions regarding these User Terms, please contact:
info@mentallywellschools.com.au or call 1300 199 849