

AWE Website Terms & Conditions of Access

By accessing and using www.awesomeschools.com and any related website (**Website**) you agree to be bound by these Website Terms and Conditions of Access outlined below and our [Privacy Policy](#) (together, **General Terms and Conditions**).

You confirm that you have read, and that you agree with, our General Terms and Conditions. If you have not read, or if you do not accept, our General Terms and Conditions, you are not authorised to use our Website or to access our Services.

These General Terms and Conditions may be amended from time to time and it is your responsibility to regularly check this section on the Website to ensure you are aware of our current General Terms and Conditions. By continuing to use the Website, you agree to be bound by the amended General Terms and Conditions.

1. Operation of the Website

- 1.1. The Website is a venue to conduct online wellbeing assessments for schools and their students, parents and staff, and to provide related information to users and schools.
- 1.2. You may browse our Website to view information about the Services and other content on our Website, subject to these General Terms and Conditions.
- 1.3. If you are a School wanting to engage our Services please contact us for further information.
- 1.4. If you are a Student, Parent or Staff member of a School, you may only receive our Services through your related School, and once you have completed our registration process and agreed to our User Terms.
- 1.5. For some countries, states and areas you may need to be a certain age to access our Services and to register as a User on our Website, in which case you must be the relevant age to do so. You agree you can form a legally binding contract under applicable law.
- 1.6. If you are under the relevant age required to form a legally binding contract you must have permission from your Parent to access our Services and to register as a User on our Website, including to engage in wellbeing assessments. You agree that you will not use access our Services or register as a User on our Website (including to engage in wellbeing assessments) unless you have permission from your Parent.

2. Use of the Website and Content

- 2.1. You agree you will not use the Website or AWE Content in any manner that is unlawful or prohibited by the General Terms and Conditions.
- 2.2. Without limiting clause 3.1, you agree you will not (directly or indirectly):
 - (a) hack into any part of the Website or Content through password mining or other means;

- (b) commit or encourage a criminal offence;
- (c) defame, abuse, harass, stalk, threaten, breach the confidence of or otherwise violate the legal rights (such as rights of privacy) of others;
- (d) disrupt an exchange of information between Users or otherwise act in a manner that negatively affects other Users;
- (e) impersonate any other person, or forge any material in order to disguise the origin of any Content or communications sent through the Website;
- (f) transmit any unsolicited advertising, promotional materials or any other forms of solicitation, unless expressly authorised by us, or harvest information about other Users in order to transmit or facilitate the transmitting of such materials;
- (g) attempt to modify, reverse engineer or reverse-assemble any part of the Website or Content;
- (h) breach any applicable laws or regulations; or
- (i) engage in any other conduct that we may advise that we consider (in our absolute discretion) breaches the General Terms and Conditions or Client Terms and Conditions or is otherwise inappropriate for the Website.

2.3. We reserve the right to prevent you from accessing the Website if we reasonably believe you have breached the requirements set out in clauses 2.1 or 2.2, and you agree not to access the Website if we ask you not to on this basis.

2.4. Without limiting clauses 2.1 and 2.2, you agree you will not provide to us or post or transmit any Content, data or information on the Website or any website or social media site linked to or associated with the Website that:

- (a) is or is reasonably likely to be defamatory, offensive, upsetting, obscene, or that we may advise from time to time that we reasonably consider to be in any way objectionable;
- (b) is or is reasonably likely to be unsuitable for persons under the age of 18 years;
- (c) infringes the IP Rights of any person;
- (d) infringes any confidentiality or privacy obligations or other contractual or legal obligations owed to any Third Party;
- (e) is incorrect or inaccurate;
- (f) is false or misleading or deceptive;
- (g) contains any virus (including malware or spyware) or other destructive component;
- (h) is prohibited by or violates any applicable laws or regulations; or

- (i) otherwise breaches the General Terms and Conditions or User Terms.
- 2.5. We reserve the right to remove any content or other data or information which we reasonably believe breaches the requirements set out in clause 2.4.

3. AWE Content and Intellectual Property

- 3.1. You acknowledge that we are the owner, or an authorised licensee, of all IP Rights vesting in the AWE Content. No AWE Content may be copied, modified, reproduced, published or transmitted without our prior written consent.
- 3.2. You may view or otherwise use AWE Content, provided:
- (a) you do not share it with anyone else;
 - (b) you only use it for the purpose for which it was provided to you; and
 - (c) you otherwise only use it in compliance with these General Terms and Conditions.
- 3.3. Your use of the Website or the Services does not provide you with any IP Rights in relation to the Website, the Services, or the AWE Content.

4. Links to Third Party Sites

- 4.1. The Website may include links to Third Party Sites. If you visit a Third Party Site, you will be subject to the terms and conditions of that site and any dealing will be solely between you and that Third Party Site. These links do not imply our endorsement of that Third Party Site or product or service being advertised (as applicable) or any association with their operators unless this is specifically stated on the Website.
- 4.2. The Website may be linked to various social networking sites. You acknowledge and agree that:
- (a) any comments or content that you post on such social networking sites are subject to the terms and conditions of the social network site that you post the comments or content on; and
 - (b) we are not responsible or liable for any comments or content you or others post on social networking sites.

5. Liability

- 5.1. We may not control all of the Content on the Website. If you become aware of any Content that is incorrect, inaccurate or otherwise inappropriate please notify us and we will review the Content and where we consider appropriate take steps to remove it or have it updated or corrected.
- 5.2. We do not warrant or guarantee:
- (a) the accuracy or correctness of the Content on the Website;

- (b) that the Content will be free from viruses (including malware or spyware) or other destructive properties; or
- (c) that the operation of the Website will be uninterrupted or error free,

and to the fullest extent permitted by law we will not be liable for any loss or damage arising directly or indirectly from the above. You acknowledge that the risk as to the operation and performance of the Website and the accuracy and adequacy of the Content on the Website lies with you.

5.3. The Website may contain Content that is developed and/or provided by Third Parties. We:

- (a) do not endorse or warrant any Third Party Content used, displayed or available on the Website; and
- (b) take no responsibility for the Third Party Content and any representations made.

5.4. Our inclusion of links to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, the contents, operations, products or operators of those sites. We take no responsibility for any damage or harm arising out of the inclusion of such links.

5.5. To the fullest extent permitted by law, we exclude all liability and responsibility we may have to you or to any other person under or in connection with these General Terms and Conditions. This exclusion applies regardless of whether such liability arises in contract (including breach of implied warranty), tort (including negligence), equity, breach of statutory duty or otherwise, and includes liability for any incidental, consequential, exemplary, special, or indirect damages (including loss of profits, revenues, data and/or use).

5.6. You must take reasonable steps to mitigate any loss, damage, cost or expense you may suffer or incur arising out of anything done or not done in connection with the Website or these General Terms and Conditions. We will not be liable for any liability caused by your failure to mitigate any loss, damage, cost or expense.

5.7. Where we are unable to limit liability under these General Terms and Conditions due to an applicable law, you agree that our liability will be limited to the amount you paid us in the preceding three months for the relevant Services.

6. Indemnity

6.1. You agree to indemnify and hold us and our officers and employees harmless from any claims, actions, costs (including legal costs), expenses or losses arising (directly or indirectly) out of:

- (a) your breach of any of the General Terms and Conditions;
- (b) any transactions with any Third Parties, including between Schools and Students, Parents or Staff;

- (c) any reliance by you on Content on the Website or any link to a Third Party website;
- (d) any conduct of yours or any transaction entered into by you that does not comply with the relevant laws or regulations;
- (e) any technical errors or corruption of data on the Website.

7. Changes to Website and Services

7.1. We may at any time without notice remove, amend and/or vary any of the Content on the Website or the Services or cease operating the Website in whole or in part.

8. No Waiver

8.1. No failure or delay by us to exercise any right or remedy provided for under the General Terms and Conditions, or by law, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that, or any other, right or remedy.

9. Dispute Resolution

9.1. Where any dispute arises in relation to use or reliance on the Website or in relation to these General Terms and Conditions you agree to in good faith use best endeavours to attempt to resolve the dispute amicably through negotiation or other informal means before pursuing any further formal action.

10. Assignment

10.1. We may, at any time, and without the need for further consent from you, assign or transfer all or any of our rights or obligations under these General Terms and Conditions to any person or party. You may not assign or transfer any of your rights or obligations under these General Terms and Conditions to any other person without obtaining our prior written consent.

11. Severability

11.1. If any portion of these General Terms and Conditions is deemed to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

12. Third Parties

12.1. These General Terms and Conditions do not confer a benefit on any person who is not a party to the agreement.

13. Applicable Law

13.1. These General Terms and Conditions are governed by and will be construed in accordance with the laws of Australia.

13.2. You submit to the non-exclusive jurisdiction of the courts of Australia.

14. Variation

14.1. No variation of these General Terms and Conditions will be effective unless it is in writing.

15. Further Information

15.1. If you require any further information, or if you have an issue or complaint, please contact Michael Parker, by email: michael.parker@awesomeschools.com.

16. Definitions

16.1. Assessing Wellbeing in Education Pty Ltd (**AWE**), the owner of the Website, business and related IP Rights, may refer to itself as "we", "our", "us" or "it" throughout any page of the Website, including the General Terms and Conditions.

16.2. **You**, as a User of the Website, may be referred to as "you", "Student", or "Parent".

16.3. In the General Terms and Conditions, the following words have the meanings set out below:

AWE Content means any text, graphics, user interfaces, visual interfaces, photographs, videos, trade marks, logos, sounds, music, artwork, computer code and other material or data developed, used, provided or displayed by us on the Website or as part of our Services.

Content means any text, graphics, user interfaces, visual interfaces, photographs, videos, trade marks, logos, sounds, music, artwork, computer code and other material on the Website or provided as part of our Services.

IP Rights means any trade marks, copyright and all other intellectual property rights, including as subsists in the Content.

Parent means a parent or guardian of a Student and that has completed our Parent Registration Process and has agreed to be bound by our User Terms.

Parent Registration Process means the registration process for Parents as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

School means any school that has engaged us to provide our Services.

Services means the services advertised or provided on the Website.

Staff means staff members of the School and that have completed the Staff Registration Process.

Staff Registration Process means the registration process for Staff as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

Student means a student of the School and that has completed our Student Registration Process and has agreed to be bound by our User Terms.

Student Registration Process means the registration process for Students as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

Third Party means any party that is not a party to these General Terms and Conditions (i.e. is not you or us).

Third Party Sites means any Third Party website, site or page (including social media sites and pages).

User means Students, Parents and Staff, as applicable.

User Terms means the [User Terms](#).