

## **Terms and conditions**

These terms and conditions ("Terms", "Agreement") are an agreement between AHEAD Service Pty Ltd, training, products or resources Pty Ltd ABN 17 629 998 974, hereafter known as AHEAD, ("us", "we" or "our") and you ("User", "you" or "your"). This Agreement sets forth the general terms and conditions of your use of any AHEAD website, including but not limited to [www.aheadmentalhealth.com.au](http://www.aheadmentalhealth.com.au) , [www.aheadservices.com](http://www.aheadservices.com) or [www.aheadndis.com.au](http://www.aheadndis.com.au) or any other associated AHEAD website (collectively known hereafter as, "AHEAD website") , any of its services, training, products, resources or anything offered on any AHEAD website (collectively known hereafter as "Services").

## **Links to other AHEAD websites**

Although AHEAD website may link to other AHEAD websites, we are not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked AHEAD website, unless specifically stated herein. Some of the links on the AHEAD website may be "affiliate links". This means if you click on the link and purchase an item, AHEAD will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites or anything associated with AHEAD website or Services. We do not assume any responsibility or liability for the actions, Services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of AHEAD website which you access through a link from this AHEAD website. Your linking to any other off-site AHEAD websites is at your own risk.

## **Prohibited uses**

In addition to other terms as set forth in the Agreement, you are prohibited from using the AHEAD website or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services, training or, products or of any related AHEAD website, other AHEAD websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services, or any AHEAD website, or the Internet. We reserve the right to terminate your use of any AHEAD website or Services, for violating any of the prohibited uses. The determination of any breach or potential breach is at the sole discretion of any authorised representative of AHEAD. Any resulting liability or costs without limitation will be at your sole expense and payable within 7 days of AHEAD issuing an invoice at AHEAD and any authorised representative of AHEAD.

## **Intellectual property rights**

This Agreement does not transfer to you any intellectual property owned by AHEAD or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with AHEAD. All trademarks, services, training, products, resources, content of the afore mentioned, graphics and logos used in connection with our AHEAD website or Services, are the sole intellectual property of AHEAD or AHEAD's licensors as per the AHEAD or associate agreement with such licensors. Your use of any AHEAD website and Services, grants you, your organisation, clients, or anyone associated with you no right or license to reproduce or otherwise use any AHEAD or third-party content or intellectual property of any AHEAD website or collective Services. Any breach, or suspected breach (at the sole discretion of a duly authorised person of AHEAD) of these terms and conditions will result in the immediate termination of any right you may have to the use of any Services of AHEAD, without limitation. AHEAD reserves the right to take any legal action and claim any losses, without limitation, at your sole expense for all parties involved, including but not limited to any and all court, legal costs, fines, or any other losses deemed appropriate, at the sole discretion of any duly authorised person of AHEAD. Any costs will be payable by you within 7 days of an invoice being issued by AHEAD, without any limitation.

## **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will AHEAD, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages including but without limitation, damages for lost profits, revenue, sales, goodwill, compliance to any relevant legislation, statutory obligation, membership obligations, practice or industry standards, fines, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity, funding outcomes, personal or professional impact of any kind by you, your organisation, clients or any associated third party, however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, practice or industry standards, funding outcomes, consumer laws, negligence or otherwise, even if AHEAD has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of AHEAD and its affiliates, officers, employees, agents, suppliers, and licensors, relating to the Services, will be limited to an amount greater of one dollar or any amounts actually paid in cash by you to AHEAD for the prior one-month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose in any way.

## **Indemnification**

You agree to indemnify, and hold AHEAD and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, court costs, fines, cost of any investigation or audit, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of any AHEAD website or any of its Services or any wilful misconduct on your part.

## **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## **Dispute resolution and Interpretation of this Agreement**

In the event of any dispute, that cannot be resolved between any, and all parties involved, dispute resolution will be the first option and at your sole expense. A registered Mediator with the National Mediation Australian Association will be appointed as determined by any authorised party of AHEAD for any necessary dispute resolution. Should the dispute resolution process be unsuccessful for any reason and the formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Western Australia, Australia without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of Australia. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Western Australia, Australia, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any costs associated with dispute resolution, or any necessary interpretation of this Agreement will be at your sole expense. Any and all costs will be payable by you within 7 days of the issue and receipt of an invoice issues by any authorised representative of AHEAD. You forego the right for any further dispute, delay or legal action in relation to any invoice issued by AHEAD.

## **Changes and amendments**

We reserve the right to modify this Agreement or its policies relating to the AHEAD website or Services at any time, effective upon posting of an updated version of this Agreement on any AHEAD website or relevant accessible document to you. When we do, we will revise the updated date at the bottom of this page. Continued use of the AHEAD website or Services after any such changes shall constitute your consent to such changes.

## **Acceptance of these terms**

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By using any AHEAD website or its Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorised to use or access any AHEAD website or its Services in any way without limitation.

## **Contacting us**

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may do so via the contact form for the relevant AHEAD website. [Contact | AHEAD Mental Health Services](#).

## **Agreement Updated As Of**

1 June 2022