

CHAMPION LiFE

TERMS OF USE

Plain English summary

This summary explains Champion Life in plain language. It is a guide only. The numbered terms set out below are the terms that legally apply. If there is any difference between this summary and those terms, the numbered terms prevail.

What Champion Life is. Champion Life Education Pty Ltd is a social enterprise that develops and delivers digital health programs. Our core programs are built around movement, mentoring and monitoring, together with accessible health information, and are delivered through an online platform. Where we deliver in partnership with other providers, a program may include different or additional content and features, customised for the people that provider supports. Our programs are designed to be used alongside the support, education or care a person already receives. They are structured programs delivered with support. They are not stand-alone consumer apps, and they are not a medical or clinical service.

Our programs. Our programs include Strong and Sure (a falls prevention, healthy ageing and chronic condition prevention program for adults with intellectual disability, delivered with Endeavour Foundation), Champion Life Seniors, Champion Life for schools, and programs co-designed with allied health, disability, community, aged care and university partners.

Strong and Sure in brief. Strong and Sure is built around three components, movement, mentoring and monitoring, with accessible health information. Movement provides guided, personalised strength, balance and cardiovascular exercise sessions designed and reviewed by qualified exercise professionals. Mentoring means a support worker is present alongside the participant, supported by videos featuring people with lived experience of intellectual disability. Monitoring includes an initial risk assessment, goal setting and tracking, and short wellbeing check-ins, shown to support workers and the organisation through role-based dashboards. The program also includes health information about common chronic conditions and healthy ageing and, for some participants, an optional co-designed link to their own general practitioner and allied health team.

This is a program, not a substitution. Champion Life supports and complements the care a person already receives. It does not replace medical, allied health, nursing or other clinical care, and it does not diagnose, assess, treat or manage any health condition. Our content is designed and reviewed by qualified professionals, but it is general in nature and is not personal medical advice. Always seek advice

from a qualified health practitioner about a person's individual circumstances, and if you are in any doubt about whether a person should take part, obtain that advice first.

Monitoring tools are observational aids, not clinical assessments. The monitoring features, including any risk assessment, wellbeing check-in or survey, help support workers and organisations notice changes and decide when a person may need more help. They rely on the information entered by users. They are not psychological, diagnostic or clinical assessments, and they are not a substitute for professional judgement. Deciding what the information means and acting on it is the responsibility of the organisation and the people supporting the participant.

Taking part involves physical activity. Movement programs involve physical activity, which carries some risk. Participants, and the people agreeing on their behalf, are responsible for checking that taking part is suitable and for stopping if a person becomes unwell or is advised by a health practitioner not to continue. The detailed conditions are in section 2.

Who these terms are for

These terms apply to everyone who uses Champion Life. The parts most relevant to you depend on your situation.

If you are a participant, or a family member, guardian or support person agreeing for a participant

You are agreeing that taking part is at the participant's own risk, that you are not aware of a medical reason the participant should not take part, and that you will stop their participation if they become unwell. The conditions that apply to you are mainly in section 2 (Conditions of Participation) and section 9 (Privacy).

If you are a support worker, carer or teacher facilitating the program

You help deliver sessions and may enter information into the platform on a participant's behalf. You are agreeing to use the program and its features as they are intended to be used, to keep account access secure, and to raise any concerns shown by the monitoring features with the right person in your organisation. The parts most relevant to you are sections 2, 6 (Service), 7 (Additional Features, including the monitoring tools) and 9 (Privacy).

If you are an organisation providing access to the people you support or your students

You hold the Organisation Account and decide who may use the program. You are responsible for the conduct of your Authorised Users, for obtaining any consents required (including parent or guardian consent for participants who are minors), and for monitoring, interpreting and acting on the information the platform collects. Champion Life provides and operates the platform and, for some programs, delivers content and facilitates the collection of data, but does not review or act on that data for you. The parts most relevant to you are sections 4 (User Account), 7 (Additional Features and Limitations), 9 (Privacy), 10 (Data) and 13 (Limitation of Liability).

1. This Agreement

1.1 Accepting this Agreement

- (a) By using Champion Life, you agree to comply with and be bound by the terms and conditions of this Agreement, together with any additional terms applicable to your Account type. These terms govern your access to and use of the Website and the Service.
- (b) **Champion Life** refers to all programs delivered by Champion Life Education Pty Ltd, including but not limited to Strong and Sure (delivered with Endeavour Foundation for adults with intellectual disability), Champion Life Seniors, Champion Life for schools,

Living Ripples and Champion Life's collaboration with partners including allied health providers, disability, community service, aged care providers and universities

- (c) If you do not agree to these terms, you have no right to obtain information or otherwise use or continue to use the Website or the Service.
- (d) These terms are binding on any use of the Website or Service and apply from the time you first access the Website or Service.
- (e) It is your obligation to ensure that you have read, understood and agree to the most recent terms available on the Website.
- (f) In agreeing to these terms you agree and consent to the handling of Personal Information in accordance with our Privacy Policy. <https://championlife.com.au/privacy>
 - (a) *For further information and an explanation on the security measures we take see the section titled 'Participant Security' in our Privacy Policy.*
- (g) By using the Service, you acknowledge that you have read and understood this document and have the authority to act on behalf of any person for whom you are using the Service. You are deemed to have agreed to this agreement on behalf of any entity for whom you use the Service.
- (h) We may amend this Agreement at any time by posting with 30 days' notice the new terms and conditions on the Website, unless otherwise stated in this Agreement.

2. Conditions of Participation

2.1 Conditions of Participation

2.2 These Conditions of Participation apply to all Authorised Users, regardless of if Access has been purchased by a or granted to an individual, or on behalf of an Organisation Each Participant agrees;

(or in the case of minor Participants, their parent or legal guardian agrees on their behalf)

(or in the case of a senior Participant or person with disability Participant who accesses the program through a service provider Organisation the Organisation, their support worker, carer, family member or designated support person agrees on their behalf)

to the following:

- (a) No party is aware of any medical condition, impairment, disease, illness or any other reason why the Participant should not participate in Champion Life. No qualified medical practitioner has advised that the Participant should not participate in Activities. Where you become aware of any medical condition or impairment that affects the Participant, or the Participant is otherwise sick or injured prior to or during the Activities, you will ensure that the Participant discontinues their participation.
- (b) Participation in Champion Life is at the Participant's own risk. Due to the nature of the program, being health and fitness activities, the Participant's participation in strenuous physical activities may result in strenuous outcomes such as fatigue, injury from use of

facilities, equipment or other participants, tripping, falling, recurrence of existing or prior physical injuries or conditions (whether known or unknown).

- (c) We are not responsible for any injury or loss that you or the Participant may suffer as a result of using Champion Life. Examples of injury or loss include, but are not limited to, any muscle, joint and bone discomfort or injury, head injury, other bodily injuries, heart attack, stroke and death, and includes any Consequential Loss (including loss of wages).
- (d) If you suspect that a Participant is experiencing an event described in clause 2.1(b), you agree to or have the Participant immediately stop participating in Champion Life.
- (e) It is your responsibility to assess the suitability of the Participant to participate in Champion Life for your own individual circumstances. We recommend that if you are in any doubt or in any way unsure, you should take professional advice from a qualified medical practitioner before a Participant participates in any activities.
- (f) You consent to the use of personal information relating to you and the minor or other Participants in accordance with the terms of our Privacy Policy.

(b) For further information and an explanation on the security measures we take see the section titled 'Participant Security' in our Privacy Policy.

2.3 Parental Consent - Schools

If the Organisation is a school or other institution where the majority of Participants will be minors, it must ensure that it obtains consent from the parent or legal guardian of each minor Participant on the terms of clause 2.1 above before that minor Participant uses the Services.

3. Definitions

3.1 Definitions

Unless the terms and conditions of the Agreement explicitly state otherwise, expressions used in the Agreement have the following meanings:

Account means a membership account to use the Service.

Activities means any activities conducted in connection or conjunction with the Services, including physical activities.

Agreement means this document and any additional policies available on the Website.

Authorised User means any user who has been granted permission to access the website by Champion Life Support Staff, another Authorised User or the owner of an Organisation Account.

Champion Life is the cloud-based software that delivers the immersive health, physical activity, and wellbeing engagement resource known as Champion Life and includes but is not limited to Strong and Sure (delivered with Endeavour Foundation for adults with intellectual disability), Champion Life Seniors, Champion Life for schools, Living Ripples and Champion Life's collaboration with partners including allied health, disability, community services, aged care providers and universities.

Claim means a claim, demand, remedy, injury, damage, loss, cost, liability, action, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against a person, however arising and whether ascertained or unascertained immediate, future or contingent, or subject of a dispute, litigation or analogous proceeding.

Consequential Loss means loss of revenue, loss of profits, loss of wages, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, loss in relation to taxation or other punitive actions by a regulator, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Australian Competition and Consumer Act 2010* (Cth).

Data means any material including documents, information or data provided by you to us by way of the Platform.

Feature means any functionality option of Champion Life available in your Account.

Health Literacy Content means the general health information made available through the Platform, including information about physical activity, chronic conditions and healthy ageing, delivered within exercise videos or as separate learning materials.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity (and all moral rights) in, or in relation to, business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Monitoring Tools means the features of the Platform used to record and present information about a Participant, including any initial or ongoing risk assessment, goal setting and tracking, wellbeing check-in, Wellbeing Monitor and survey.

Non-Excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the Consumer Law), which cannot by law be excluded.

Organisation means an entity which signs up for an Organisation Account for the purpose of granting Participants access to Champion Life.

Organisation Account means the master Account intended for an Organisation.

Participant means any individual (whether they are a minor or an adult) who participates in an Activity available through Champion Life.

Participant Account means an Account for a Participant.

Partner Agreement means any agreement between Champion Life and an Organisation that governs a partnership, collaboration or delivery arrangement in respect of a program.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Platform means the application which we provide you with access to as part of the Services, which is accessible both via the internet and your personal computing devices.

Privacy Law means:

- (a) the *Privacy Act 1988* (Cth); and
- (b) any other legislation, regulation or code that governs the use of Personal Information..

Privacy Policy means our privacy policy, which is available on our Website, as amended by us from time to time.

Renewal Period means the payment period and method for a paid Account subsequent and equal to the initial Subscription Period which may include any permitted variation in accordance with this Agreement.

Service means any service provided by Champion Life to you by way of the Platform.

Strong and Sure means the falls prevention, healthy ageing and chronic condition prevention program for adults with intellectual disability, co-designed and delivered by Champion Life together with Endeavour Foundation and made available through the Platform.

Submitted Content means all information, graphics, HTML, text, software and materials which are uploaded by you or Participants to the Website or in connection with the Service.

Subscription Period means the payment period and method for a paid Account.

Term means the period of time that you or your Organisation hold an active Account pursuant to clause 4.3.

Third Party Providers means a third party who is approved to deliver content on the Platform.

Website means the website located at www.championlife.com.au or any of Champion Life's subsidiaries linked from that page including but not limited to championlifeseniors.com. as well as our partner customers sites used to host collaborative programs.

You means a person or entity using the Services.

Us, we means Champion Life Education Pty Ltd ACN 168 454 073.

4. User Account

4.1 Accessing the Services

You acknowledge and agree that to receive the benefit of the Services, you may be required to:

- (a) provide us with Personal Information; and/or
- (b) create an Account with us.

4.2 Account Types

If you require an Account, you acknowledge that we offer various account types, and it is your responsibility to review and evaluate your individual situation to determine which account type is appropriate for you.

4.3 Term

The Term for an Account begins when you sign up to use the Service and continues until:

- (a) you cancel your Account;

- (b) in the case of a test Account, at the expiry of the 30-day period;
- (c) (if it is a Participant Account) upon the cancellation or expiry of the Organisation Account held by your Organisation; or
- (d) the Account is terminated in accordance with the terms of this Agreement.

4.4 Provision of information by End User

You agree to provide any information reasonably requested by us for the purpose of setting up your Account and operating the Service. You warrant that:

- (a) all of the information that you provide to us is accurate and complete in all respects;
- (b) you will inform us by updating your Account details whenever any such information changes; and
- (a) you will not provide false or misleading information with the purpose of altering your account plan and pricing.

4.5 Declining Your Account

- (c) We reserve the right to reject any new Account in our absolute discretion.
- (d) If we decline a paid Account after a payment for the paid Account has been processed, we will refund the payment in full.

4.6 Authorised Users

- (a) Organisation Accounts may designate Authorised Users.
- (b) If you are an Organisation, you will be responsible for ensuring that any person you designate as an Authorised Users complies with this Agreement.
- (c) In the event that an Authorised User breaches this Agreement, we reserve the right to limit or suspend both the Authorised User Account and, depending on the nature of the breach, the Organisation Account.

4.7 Security Responsibilities

You are solely responsible for:

- (a) keeping any usernames and passwords associated with your Account for the Services secure; and
- (b) the use of your Account, irrespective of who is using it, even if it is used without your permission.

5. Payment

5.1 Paid Accounts

This clause 5 only applies if you have chosen an Account type that requires payment.

5.2 Selecting a Subscription Period

- (a) You must select your Subscription Period at the time of registration.
- (b) Your Subscription Period will be charged in the currency selected at the time of registration and at the beginning of each Renewal Period.
- (c) We reserve the right to vary any aspect of the Subscription Period, including adding or removing a payment method by providing you with 30 days notice.
- (d) Where you notify us you do not wish to renew your subscription in accordance with clause 5.3, the cancellation will take effect the day after the last day of the current Subscription Period unless at the time of your request, you request an immediate cancellation.

5.3 Renewal of the Subscription Period

- (a) This Agreement shall automatically renew for a Renewal Period unless you notify us of your intent not to renew within 30 days of the expiration of the current Subscription Period or Renewal Period.
- (b) We may elect, at our sole discretion, not to renew the subscription. Where we elect not to renew your subscription we will notify you before the last day of the current Subscription Period or Renewal Period.

5.4 Default

If your payment option is declined, we reserve the right to suspend or limit access to the Services until such time as you have paid any amounts in arrears.

5.5 Change in Pricing

- (a) We reserve the right to vary the prices for access to the Services from time to time (
- (b) If you have a paid Account, we will provide you with 30 days notice of the New Price. The New Price will only be applicable for periods for which you have not yet paid. The price will not be varied retrospectively.
 - (i) If you do not have a paid Account, we may vary the price shown on the website at any time without notice to you.
- (c) The New Price will be effective from your next payment date and deemed accepted by you, unless you cancel your paid Account before the end of the Subscription Period.

6. Service

6.1 Features

- (a) You agree that you will only use the Features as they are designed to be used.
- (b) Use of a Feature is at your risk and you agree that we are not liable for any damage suffered by you, either directly, or indirectly, as a result of your usage of any Feature.

- (c) We reserve the right to modify, change, amend, add or remove a Feature at any time without notice to you.

6.2 Submitted Content

- (a) In respect of Submitted Content, you warrant that you will not upload content:
 - (i) that you do not own or have the right to use;
 - (ii) that contains confidential information of any third party which you have not obtained the express consent of that third party to disclose;
 - (iii) that is likely to offend, harass, insult or humiliate based on race, religion, ethnicity, gender, age, or sexual orientation;
 - (iv) in breach of any Privacy Law or the Intellectual Property Rights of any third party;
 - (v) affected by any computer virus or malicious code;
 - (vi) connected with "spam" or the process of "spamming";
 - (vii) which is false, defamatory, misleading or otherwise deceptive in any way;
 - (viii) which causes or would cause damage or injury to any person or property; or
 - (ix) in breach of any other clause of this Agreement.
- (b) You agree that any comments or opinions that you express will be fair, accurate and genuinely held at the time of communication.

6.3 Responsible for Submitted Content

We make no warranties as to the accuracy of any Submitted Content, and will accept no liability for errors or omissions in general.

6.4 Services not locally available

You acknowledge and agree that the Service will only be accessible using the Internet (or other connection to our third party servers), and will not be available "locally" from your own servers.

6.5 Parts of the services controlled by third parties

You acknowledge and agree that the Service is hosted on servers owned and controlled by a third party. As such, you acknowledge that certain functions are out of our control, including cloud services for servers, data storage and backup.

6.6 Services in beta

You acknowledge and agree that all or parts of the Service may be released by us in a beta / testing version, and that in such case, you should use the Services with that standard of stability in mind.

6.7 We can change Services at our discretion

We reserve the right to upgrade, maintain, tune, backup, amend, add to or remove items from, redesign, improve or otherwise alter the Services at our sole and absolute discretion.

6.8 Unintentional inaccessibility

From time to time, without notice, access to all or part of the Services may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to the Services as soon as practicable. However, we do not warrant or guarantee that the Services will be uninterrupted or error free. To the extent permitted by law, you release and indemnify us from any Claim relating to you or any Participant being unable to access the Services for any reason.

6.9 Intentional inaccessibility

We reserve the right to make some or all of the Services inaccessible from time to time as is required for upgrades, maintenance and updates. We will use reasonable endeavours to provide you with advance notice of any inaccessible period, but you accept that this may not always be possible and we are not liable for any harm or damage you may suffer during an interruption.

6.10 Errors

- (a) You acknowledge and agree that there may be technical or administrative errors in the information about the Services, including but not limited to errors with respect to product description and pricing.
- (b) We reserve the right to, at our absolute discretion and without notice, change, correct or update the Website or Service to correct any error as contemplated in clause 6.10(a).

6.11 Security Responsibilities

We will take reasonable steps to ensure that the Service is secure from unauthorised access consistent with generally accepted industry standards in our industry.

6.12 Third party links

The Website may contain hyperlinks and other pointers to websites operated by third parties. We do not control these third-party websites and are therefore not responsible for the content of any third-party website or any hyperlink contained in a third-party website. We provide the hyperlinks for your convenience only and do not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of a third-party website or the products or services offered at a third-party website. Your visit to a third-party website is entirely at your own risk.

6.13 Delivery of support and maintenance

We will provide you with support and maintenance in respect of the Services via email only, as determined at our sole and absolute discretion.

6.14 Platform hosting and availability

The Platform is delivered through enterprise hosting providers, and hosting arrangements may differ between programs. For programs delivered on our current infrastructure, the Platform operates across two providers, with a separately hosted backend and user-facing application, each independently and continuously monitored. Availability is monitored daily, automated backups are maintained, and we

use reasonable endeavours to respond promptly to any incident. We do not warrant or guarantee that the Services will be uninterrupted or error free, and the availability provisions of this section, including Unintentional inaccessibility, continue to apply.

7. Additional Features

7.1 Additional Features Generally

From time to time, we may add additional Features to the Platform. Any additional Features we add:

- (a) are provided on an 'as is' basis and are not guaranteed to achieve any particular outcome;
- (b) will only supplement the functionality of the Platform, and are not designed to be used independently of the other Features (unless otherwise stipulated in writing);
- (c) may be removed, altered or otherwise changed at any time at our complete discretion.

7.2 Wellbeing Monitor and Additional Surveys

- (a) The Wellbeing Monitor is a simple activity integrated into the Platform which allows users to 'check in' about their current emotional state.
- (b) Additional surveys are implemented at the discretion of customers.

(c) The Wellbeing Monitor

- (c) Is designed to be used in conjunction with other features of the Platform;
 - (i) a non-complex measurement of approximate Participant current emotional state ;
 - (ii) designed to help establish a pattern of regular self-assessment;
 - (iii) one of several ways in which the Organisation can identify Participants who may need additional assistance; and
 - (iv) entirely reliant on the data reported by the Participant.
- (d) The Wellbeing Monitor is not:
 - (i) an advanced psychological assessment tool;
 - (ii) indicative of any particular underlying issue or issues;
 - (iii) designed to be used independently of the rest of the Platform;
 - (iv) a replacement for face-to-face conversation with a Participant, or professional assistance; or
 - (v) an adequate intervention for Participants with significant health and wellbeing issues.
- (d) **Additional Surveys** are:

- (vi) designed to be used in conjunction with other features of the Platform;
 - (vii) designed by Champion Life or co-designed with Organisations including Authorised Users to survey participants on an occasional or ongoing basis
 - (viii) one of several ways in which the Organisation can identify Participants who may need additional assistance; and
 - (ix) entirely reliant on the data reported by the Participant.
- (e) Additional surveys are not:
- (i) an advanced psychological assessment tool;
 - (ii) indicative of any particular underlying issue or issues;
 - (iii) designed to be used independently of the rest of the Platform;
 - (iv) a replacement for face-to-face conversation with a Participant, or professional assistance; or
 - (v) an adequate intervention for Participants with significant health and wellbeing issues.

1.2 Responsibility of Data Interpretation and Action

- (a) Our role is to provide the means by which information is collected, recorded and presented through the Platform, including through the Monitoring Tools and any surveys.
- (b) Monitoring, interpreting and acting on the information collected through the Monitoring Tools and any surveys is the responsibility of Authorised Users and the Organisation, and Champion Life is not responsible for any death, injury or loss that an Organisation or Participant may suffer in connection with that information.

7.3 Limitations and Acknowledgements

If you are an Organisation, you acknowledge, understand and agree that:

- (a) we develop and operate the Platform and, for some programs, also deliver program content and facilitate the collection of information through the Platform, including through the Monitoring Tools, but we do not actively monitor your Account or the accounts of individual Participants, and we do not review, interpret, verify or act on the information collected;
- (b) where there are concerning statistics or indicators shown by any Feature, the duty is on you and your employees to ensure that any concerning statistics or indicators are acted upon;
- (c) while Features may provide valuable insights into the physical and mental wellbeing of Participants, they should not be relied exclusively to assess the health of any Participant;
- (d) you will ensure that any statistics or insights provided by Features are appropriately assessed and balanced with assistance, advice and insight from professionals qualified in the relevant field; and

- (e) you indemnify us fully from any Claim, damage or injury which results from your failure to act on any insights provided by a feature, or pair those insights with advice from qualified professionals.

7.4 Strong and Sure and program content

Strong and Sure and similar programs are delivered through the Platform and combine guided movement, mentoring and monitoring with Health Literacy Content. Programs delivered in partnership with other providers may include different or additional content and features, customised for the people that provider supports. Movement sessions and exercise content are designed and reviewed by qualified exercise professionals and are general in nature. They are personalised to a Participant's ability, but they are not a prescription for, or treatment of, any individual or condition.

Some programs may include an optional connection to a Participant's own general practitioner or allied health providers. This is a feature of particular programs only and is not a standard part of the Services. Where a program includes that connection, Champion Life does not provide, direct, supervise or accept responsibility for the clinical care those practitioners provide. Our programs complement existing medical and allied health care and do not replace it.

The Health Literacy Content and Monitoring Tools are general resources to support engagement and to help Organisations identify when a Participant may need additional assistance. They are not medical advice, diagnosis or clinical assessment, and the Conditions of Participation in section 2 apply to all physical activity undertaken through the Platform.

7.5 Organisations and delivery partners

For some programs, an Organisation makes the program available to the people it supports or its students and embeds it within the Organisation's own services. In these cases, the program is facilitated by the Organisation's own staff, such as support workers, carers or teachers. The Organisation remains responsible for those staff, for the way the program is delivered within its services, and for its own duty of care, supervision and safeguarding obligations to the people it supports.

Where Champion Life works with an Organisation as a program or delivery partner under a Partner Agreement, the rights and obligations specific to that partnership, including in relation to delivery, funding and intellectual property, are set out in that Partner Agreement. These terms govern the use of the Services and operate alongside the Partner Agreement. If there is any inconsistency between these terms and a Partner Agreement, the Partner Agreement prevails to the extent of the inconsistency. However, clauses 12 (Warranties) and 13 (Limitation of Liability) of these terms continue to apply in full and are not limited or affected by any Partner Agreement.

8. Lawful use of service

8.1 Lawful Use

You undertake not to upload, store or access any data on the Services if such access or storage would:

- (a) breach any third-party's Intellectual Property Right;
- (b) breach any Privacy Law; or

- (c) breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).
- (d) Is not in accordance with Champion Life's Privacy Policy
<https://championlife.com.au/privacy>

8.2 Prohibited conduct

You must not:

- (a) use the Service to post or transmit any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any user from using the Website or the internet;
- (b) in any way tamper with, hinder or modify the Website;
- (c) knowingly transmit any viruses or other disabling features to the Website or via the Website;
- (d) intentionally disable or circumvent any protection or disabling mechanism related to the Website;
- (e) install or store any software applications, code or scripts on or through the Website;
- (f) use the Services in any way which could be reasonably expected to interfere with or damage our network, any other operator's network, or another user's enjoyment of the Service; or
- (g) attempt any of the above acts or facilitate or assist another person to do any of the above acts.

8.3 Champion Life's right to suspend

We reserve the right to:

- (a) limit or suspend your access to the Services; and
- (b) remove data or content uploaded to the Services by you,

if in our reasonable opinion, you are in breach of any of the obligations or undertakings in this Agreement.

9. Privacy policy

9.1 Privacy Policy

You agree and consent to the handling of Personal Information in accordance with our Privacy Policy.

9.2 No Privacy Warranty

We make no warranty as to whether your use of the Services will comply with your obligations under Privacy Law or with any foreign privacy laws. It is your responsibility to determine whether the Services are appropriate for your circumstances.

10. Data

10.1 Data storage with third party

We may subcontract the storage of any Data to a third party (or multiple third parties) without notification to or consent from you.

10.2 Backup

- (a) We make no warranties or guarantees, implied or express, in respect of the retention of or continued accessibility of any backups in connection with the Services.
- (b) You acknowledge that we have recommended that you take reasonable steps to back up your Data separately from the Services.

10.3 Third Party Integrations

- (a) In delivering the Services through the Platform, we may offer augmented functionality through interfacing, providing or obtaining data, or otherwise co-operating with a third party and their software and/or services (**Integration**).
- (b) Integrations may have access to some Submitted Content as required. By using the Platform, you expressly authorise us to provide any Submitted Content to Integrations for the purpose of providing the Services.
- (c) You acknowledge that the third parties who control the Integrations may:
 - (i) use Submitted Content to improve their services;
 - (ii) to the extent permitted by law, use, sell, license, distribute and disclose de-identified and/or aggregated Submitted Content; and
 - (iii) perform fraud screening, verify identities and verify Submitted Content for use across their network;

and agree to the Integrations performing all of the above functions.

- (d) While we offer the Integrations and may have agreements with the third parties to whom they relate, we only have control over the Integrations to the extent permitted by our Platform.

10.4 Liability for Integrations

- (a) We make no guarantee as to the safety, security, merchantability, fitness, reliability or usability of any third party Integrations in the Platform.
- (b) Where you suffer any damages, loss or injury due to the acts or omissions of an Integration, your sole and exclusive remedy is to pursue the owner of that Integration for those damages. You release and discharge us for all liability relating to any Integration, except to the extent where we have contributed to any damage, loss or injury.

10.5 Use of Data

- (a) By using the Platform and providing Submitted Content, you understand, acknowledge and agree that we:

- (i) may use that data in any way necessary to ensure you have the appropriate access and use of the Platform;
 - (ii) may aggregate, distribute, prepare derivative works of, display, perform or otherwise use the data in connection with the Services, Platform or our business, provided that all data is sufficiently de-identified and/or aggregated;
 - (iii) may share data with any third parties who are integral in the proper functioning of the Platform;
 - (iv) may share data with any third parties to whom you allow within your account as an Integration;
 - (v) may share de-identified data with any of our related bodies corporate for the purposes of furthering our commercial and business interests; and
 - (vi) may share or sell de-identified, aggregated or statistical data with our partners, affiliates and other associated third-parties in a manner consistent with our Privacy Policy, including through the use of an Application Programming Interface (API).
- (b) You grant us an irrevocable, perpetual, non-restrictive, royalty free, transferable, assignable, worldwide, fully paid, sublicensable license to use any data provided to us in the use of the Platform for the purposes listed in clause 10.5(a) and any of our other business purposes. This license shall survive the termination of this Agreement.
- (c) For clarity, the above license in clause 10.5(b) does not affect your other ownership or license rights in the Submitted Content, including the right to grant additional licenses in writing. You represent and warrant that you have, and will continue to have, all necessary rights to grant the licenses in clause 10.5(b) without infringing or violating any other rights (including Intellectual Property rights), assignments, licenses or agreements which may apply to the Submitted Content. This includes seeking all permissions and assurances, including parental permissions, for any end users of the Platform and their Submitted Content.
- (d) We reserve the right to access, read, preserve and disclose any information on the Platform we believe is reasonably necessary to:
- (i) satisfy any applicable law, regulation, legal process or governmental request;
 - (ii) enforce these terms, including investigation of potential violations;
 - (iii) detect, prevent, or otherwise address fraud, security or technical issues;
 - (iv) respond to user support requests; or
 - (v) protect the rights, property or safety of us, our users and the public.

10.6 Security, certifications and data location

We take reasonable steps to protect the Platform and the information held in it, consistent with recognised industry standards. Our hosting providers hold independent security certifications. Pantheon maintains SOC 2 Type 2 (Security and Availability) and operates in compliance with the GDPR on Google

Cloud infrastructure. Vercel maintains SOC 2 Type 2, ISO 27001:2022 and PCI DSS. The certifications held by our providers may change from time to time.

For programs delivered on our current infrastructure, Participant data, databases and backups are hosted onshore within Pantheon's Australian region. Where a program is accessed through an Organisation's own single sign-on, for example Endeavour Foundation's Microsoft Entra ID, authentication is managed within that Organisation's identity and security controls, and any conditions set out in an applicable Privacy Impact Assessment, such as the use of approved devices and the obtaining of specific consent, form part of how the Platform is deployed.

Nothing in this clause limits clause 10.1 or our ability to use one or more third party providers, and this clause does not create any warranty beyond the reasonable steps described.

11. Intellectual Property

11.1 Our Intellectual Property Rights

- (a) All title, ownership, rights and Intellectual Property Rights, including copyright, in the Services is owned or used under licence by us, except where those rights are owned by, or jointly owned with, a partner organisation under our agreement with that partner. In particular, the Intellectual Property Rights in the Strong and Sure program are jointly owned by Champion Life and Endeavour Foundation.
- (b) By posting or uploading any content to or on the Services, you grant us an irrevocable, perpetual, transferrable, sub-licensable, non-exclusive, royalty free licence to us to deal with the uploaded content for any purpose. (For the avoidance of any doubt the use of Personal Information will be in accordance with and subject to our Privacy Policy.)
- (c) Otherwise, without our express written permission, you will not or permit any person over whom it has effective control to do so:
 - (i) replicate all or part of the Services in any way, including for private and domestic use;
 - (ii) incorporate all or part of the Services in any other webpage, site, application or other digital or non-digital format; or
 - (iii) copy, alter, use or otherwise deal in our trade marks (whether they are registered trade marks or not) without our prior written consent.

11.2 Undertakings regarding intellectual property

You warrant that you will not do any of the following, or permit any person over whom you have effective control to do so:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of the Service in any way, except to the extent that reproduction occurs automatically through the ordinary use of the Services in accordance with the Agreement;
- (b) (subject to other rights explicitly granted under the Agreement) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of the Services on any medium; or

- (c) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in the Services or any documentation associated with them.

12. Warranties

We make no warranties or guarantees:

- (a) that the Services are of acceptable quality and fitness for a particular purpose; or
- (b) make any representation regarding your access to, or the results of your access to, the Website including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

13. Limitation of Liability

13.1 Implied Conditions

13.2 **If you are a consumer within the meaning of the Consumer Law, there are certain rights (such as the consumer guarantees implied by the Consumer Law), which cannot by law be excluded (Non-Excludable Conditions). This clause is subject to those Non-Excludable Conditions. Limitation of Liability**

We exclude all other liability for any costs, including Consequential Loss, suffered or incurred directly or indirectly by you in connection with this Agreement, including in connection with:

- (a) the Service being inaccessible for any reason;
- (b) incorrect or corrupt data, lost data, or any inputs or outputs of the Website;
- (c) computer virus, trojan, ransomware and other malware in connection with the Service;
- (d) security vulnerabilities in the Service or any breach of security that results in unauthorised access to, or corruption of data;
- (e) your participation in any experiments, beta software or pilots;
- (f) any unauthorised activity in relation to the Service;
- (g) your breach of this Agreement;
- (h) any act or omission by you, your personnel or any related body corporate under or in relation to this Agreement;
- (i) any loss or injury to the Participant or any other person or property damage, however caused (including negligence) arising out of the Participant's participation in the Activities; or
- (j) any loss or injury caused to another person by the Participant in the course of their participation in the Activities.

13.3 Non-Excludable Condition

Where a Non-Excludable Condition is deemed to apply, to the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods:
 - (i) the re-supply of the goods or payment of the cost of the re-supply of the goods; or
 - (ii) the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services:
 - (i) the resupply of the services; or
 - (ii) the payment of the cost of having the services resupplied.

14. Termination

- (a) On cancellation of your Account:
 - (i) this Agreement will come to an end (that is, it terminates); and
 - (ii) your access to the Services will stop.
- (b) It is your responsibility to obtain your Data prior to terminating the Agreement.
- (c) For the avoidance of doubt, the obligations pursuant to clause 9 - Privacy, will survive while we hold any Data in connection with your Account.

15. Third Party Services

15.1 Hosted Third Party Content

- (a) The Platform may offer functionality from time to time which allows you to access content, including courses, lessons and plans, developed and published on the Platform by Third Party Providers.
- (b) This content is offered for the purposes of providing additional content on the Platform (either for a fee or free of charge) which may further enhance the user experience of the Platform and provide additional benefits to end users.
- (c) Third Party Providers are external parties, and while they may have an agreement with us in relation to their use of the Platform, they are not:
 - (i) our representatives;
 - (ii) our employees or agents; or
 - (iii) in any way connected to our business or Platform except through their Accounts, which permit them to publish their content and offer it to you in exchange for payment.

- (d) Content may be delivered by Third Party Providers in a number of forms, including (but not limited to):
 - (i) Subscriptions (with Subscription Periods);
 - (ii) One-off videos;
 - (iii) Video series;
 - (iv) Workshops;
 - (v) Tutoring; and
 - (vi) Self-directed learning.

15.2 Payment

- (a) Third Party Content providers may set fees for their content based on both the value that they attach to that content and the form in which the content is delivered.
- (b) You must pay the fee in the price and form that it is required by the Third-Party Provider, within the period (or periods) that you are directed to.
- (c) Should you fail to make payment, the Third-Party Provider may refuse to deliver any further content and revoke access through the Platform.
- (d) You acknowledge and agree that:
 - (i) any payment obligations (and any disagreements about same) are strictly between you and the Third-Party Provider;
 - (ii) you will not make any complaint, claim, dispute or enquiry with us in relation to payments made to Third Party Providers;
 - (iii) we are under no obligation to address any complaints in relation to payment to Third Party Providers; and
 - (iv) you will raise any payment issues with the Third-Party Provider directly.

15.3 Our Role

- (a) Our role in providing the Third-Party Provider functionality on the Platform is as facilitator only. We are not a Third-Party Provider and don't perform any functions except the development of Third Party Provider functionality.
- (b) You acknowledge and agree that:
 - (i) Content provided on the Platform by Third Party Providers is not our content, and we do not curate, administer or otherwise actively enforce standards or monitor content compliance;
 - (ii) Content which is inappropriate, insensitive or offensive may be published from time to time. Where this occurs, your sole and exclusive remedy is either to:

- (A) notify us and request we remove the content (which we may do in our absolute discretion); or
- (B) pursue the matter directly with the Third-Party Provider.

15.4 Liability

- (a) You use Third-Party Provider content at your own risk. We take no responsibility for Third-Party Provider content.
- (b) You irrevocably release and indemnify us for any Claim, damage or any other liability, actual or consequential, express or implied, arising from your use, viewing or interaction with Third-Party Providers and their content through the Platform.

16. General and interpretation

16.1 Notices

- (a) A notice under this Agreement must be given by email and is deemed to be received when the email is capable of being retrieved by the addressee at an email address designated by the addressee.
- (b) Our designated email address is **support@championlife.com.au**, or any other designated email address notified to you from time to time.
- (c) Your designated email address is the one provided by you at the time of the creation of an Account.

16.2 Assignment

We may assign, encumber, declare a trust over or otherwise create an interest in our rights under this document without your consent, and may disclose to any potential holder of the right or interest any information relating to this document or any party to it.

16.3 Liability for expenses

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this document.

16.4 Giving effect to this document

Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this document.

16.5 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

16.6 Relationship

Nothing in this Agreement is intended to create or be construed as creating a relationship of agency, joint venture or partnership between any of the parties. Unless expressly stated in this Agreement, no party may act as agent of, or in any way bind, another party to any obligation.

16.7 Multiple Parties

If a party to this Agreement is made up of more than one person, or a term is used in this Agreement to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or term is a reference to each of those persons separately, so that (for example) a representation, warranty or undertaking is given by each of them separately.

16.8 Operation of this document

- (a) This document contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this document and has no further effect.
- (b) Any right that a person may have under this document is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this document which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this document enforceable, unless this would materially change the intended effect of this document.

16.9 Inconsistency with other documents

If this document is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

16.10 Reliance

Neither party has entered into any contract under this Agreement in reliance on or as a result of any representation, promise, statement, conduct or inducement by the other otherwise than as set out in this Agreement.

16.11 Governing law

The laws of Queensland, Australia govern this Agreement. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

16.12 Interpretation

Unless the terms and conditions of the Agreement explicitly state otherwise, the Agreement will be interpreted as follows:

- (a) a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- (b) any reference to a trustee includes any substituted or additional trustee;
- (c) unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- (d) "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- (e) where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- (f) headings are for convenience and will not affect interpretation;
- (g) words in the singular will be taken to include the plural and also the opposite;
- (h) a reference to a document will be to that document as updated, varied or amended;
- (i) a document referenced by the Agreement will not take precedence over the referencing document;
- (j) when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;
- (k) where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid;
- (l) any referenced digital resource may be replaced with another digital resource that is a "copy" of the original resource;
- (m) a reference to a party's conduct includes omissions as well as acts;
- (n) if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute; and
- (o) where a party is required to do "anything necessary", this includes executing agreements and other legal instruments.