

GLWS® TERMS AND CONDITIONS OF USE

Please sign below that you have read and agree to the GLWS® Terms and Conditions of Use as provided in the following pages. Your acceptance of these Terms and Conditions is deemed to commence from the date given below and continue indefinitely unless suspended or terminated.

EEK & SENSE reserves the right to amend or change these Terms and Conditions at any time. In this event, the amended version will be provided to you for your records and will apply to you from the date it is provided.

Participant Name:

Participant Position Title:

Participant Company:

Signature:

Date:

1. Completion of the GLWS Accreditation by e-learning

- a) By undertaking to complete the GLWS accreditation via the E-Learning Program, the Participant agrees to complete all online Modules, including all assessment tasks, within **3 calendar months** of being registered for the program. If the program has not been completed within this time period, EEK & SENSE reserves the right to de-register the Participant from the program by notice to the Participant.
- b) When completing the practice GLWS debrief, the Participant agrees to inform their chosen 'practice' GLWS Respondent that they are currently undertaking the E-Learning Program and to brief them on what will be involved in participating.
- c) EEK & SENSE will provide the GLWS Personal Wellbeing Report of the practice Respondent to the Participant, only after the Participant has fully completed all of Modules 1 and 2 and Session 1 of Module 3 of the E-Learning Program.
- d) Prior to undertaking the practice debrief, the Participant agrees to complete Session 2 of Module 3 and provide their Preparation form at least 3 days prior to the debrief to enable EEK & SENSE sufficient time to review and comment on the form.
- e) In the event of a Participant not completing the assessment tasks or any aspect of the E-Learning Program to the satisfaction of EEK & SENSE, we reserve the right to withhold accrediting the Participant and to retain the fees paid by the Participant.

2. Access to GLWS

- a) Following successful completion of the Accreditation Program, and receipt of a Certificate of Accreditation, the Participant will become an Accredited User and may access the GLWS Survey and Reports using the following process:
 - i) The Accredited User completes a GLWS Administration Request Form, a GLWS Upload Template and a GLWS Email Invite Template and sends these via email to EEK & SENSE (at admin@glwswellbeing.com or any other email address notified by EEK & SENSE for that purpose from time to time).
 - ii) EEK & SENSE creates the email invitation to complete the GLWS Survey and sends this to the Respondent(s).
 - iii) EEK & SENSE monitors completion of the GLWS Survey and sends reminders to the Respondent(s) if considered necessary.
 - iv) When the Respondent has completed the GLWS Survey, EEK & SENSE creates the Personal Wellbeing Report, password protects this and emails it to the Accredited User in PDF format or via a link to access the report online.
 - v) The Accredited User can request a Team Wellbeing Report be created when there are a minimum of four (4) Respondents who can be included in this aggregated report.

- b) EEK & SENSE will fulfill its responsibilities in the above process according to the terms provided in the Service Level Agreement in Appendix 2.
- c) Accredited Users are also granted access to the MY GLWS website upon or during completion of the Accreditation Program. EEK & SENSE will provide Accredited Users with a confidential log-in to access the My GLWS website.
- d) The Accredited User must keep their password and log-in details for accessing the Personal Wellbeing Report, MY GLWS website and any other online GLWS Products or Services confidential and take all necessary steps to prevent unauthorised disclosure of or access to their password and log-in details. The Accredited User is solely responsible for all use of their password and log-in details and for the actions of any person that obtains their password or log-in details. The Accredited User should notify EEK & SENSE immediately by email if there is any reason to believe that their password or log-in details are likely to be used in an unauthorised manner. In such a case, EEK & SENSE will, within a reasonable time of being notified, cancel the relevant password or log-in details and send the Accredited User by email either new log-in details or a temporary password to allow the Accredited User to login and create a new password.

3. Conditions and Restrictions on Use

- a) The Accredited User acknowledges that the GLWS Products are individual personal development and corporate organisational development tools and are not to be used for any other purpose, including but not limited to any process of selection, recruitment, promotion, redundancy, performance evaluation or reward, evaluation of salary amount or bonus amount.
- b) The Certificate of Accreditation given by EEK & SENSE is personal to the Accredited User named on the Certificate (not their employing organisation) and the Accredited User is not permitted to allow any other person to make use of the GLWS Products.
- c) Completion of the GLWS Survey is voluntary and the Accredited User should take all reasonable steps to ensure that potential Respondents are not put under pressure or obligation to complete all or any part of the GLWS Survey or receive feedback if it is unwanted.
- d) All Respondents are to be offered a verbal debrief by the Accredited User in support of the Personal Wellbeing Report. This can be face to face, by video conference, Skype (or similar) or telephone. The Accredited User must take all reasonable steps to ensure that a debrief takes place as close to the completion of the GLWS Survey as possible, where it is wanted by the Respondent. It is recommended that debriefs occur no later than two weeks after the completion date, and sooner if the Personal Wellbeing Report indicates significant wellbeing concerns.

- e) All GLWS data (including Personal Wellbeing Reports & Team Wellbeing Reports), whether stored electronically or in paper format, must be held according to the requirements of any applicable legislation with respect to the storage, use and confidentiality of personal data. Where the Accredited User moves from their current employer or department they should, where possible, ensure that all GLWS data and reports stored are transferred to another Accredited User within the organisation or deleted (especially when 12 months+ has elapsed since completion).
- f) Accredited Users are responsible for maintaining their own level of competence in the use of the GLWS Products. Accredited Users are responsible for maintaining their knowledge of current legal and best practice requirements regarding the use of wellbeing survey tools. EEK & Sense may from time to time require Accredited Users to provide evidence that they have maintained a satisfactory level of competency or to undertake additional courses or training, as a condition of maintaining their accreditation.
- g) When using the GLWS Products, the Accredited User must have in place a referral strategy whereby the Accredited User has a detailed list of reputable professionals in a range of industries that the Accredited User can refer Respondents to in the event that a Respondent requests assistance that is beyond the capabilities and expertise of the Accredited User. EEK & SENSE will provide a list of suggested professions that should be included in this Referral Strategy in the accreditation process.
- h) The Accredited User must ensure they comply with all Statutes and all Professional Codes at all times in relation to any action connected with the Accredited User's use of the GLWS Products and must ensure that they do not perform or omit to perform any act that would cause EEK & SENSE employees or representatives to breach any Statute or Professional Code.
- i) EEK & SENSE may cancel or suspend the Accredited User's access to the My GLWS website or cancel or suspend the operation of the My GLWS website in its entirety at any time.
- j) The Accredited User must not incur any obligation or liability on behalf of EEK & SENSE.
- k) The Accredited User agrees to comply with the reasonable directions and requirements of EEK & SENSE.

4. Insurance Cover

- a) The Accredited User will keep professional indemnity insurance cover for a minimum AU\$2M for the period of its accreditation to use the GLWS Products, with a reputable, well-established and financially stable insurer, on normal commercial terms and in accordance with usual industry practice.

- b) If the Accredited User moves from their current employer, it is their responsibility to ensure that adequate professional indemnity insurance (as above) is taken out to cover their activities with the GLWS Products in their new employment situation.
- c) The Accredited User must provide to EEK & SENSE a copy of the certificate of currency for the insurance required by these Terms and Conditions on request.

5. Ownership and Intellectual Property

- a) All Intellectual Property Rights in the GLWS Products are owned and retained by EEK & SENSE Partners or its licensors (as applicable). Nothing in these Terms and Conditions of Use transfers ownership of any Intellectual Property Rights in the GLWS Products to Participants, Accredited Users or Respondents.
- b) Accredited Users must not use or register any words, logos or branding in their own business names, trade names, domain names, trade marks or promotional materials that resemble or are likely to be mistaken for any of the business names, domain names, trade marks or other forms of Intellectual Property Rights that are registered, owned or used by EEK & SENSE or EEK & SENSE Partners in connection with the GLWS Products or the Services, including the Intellectual Property Rights in the GLWS Products. Accredited Users may be permitted to use the GLWS Products and the Intellectual Property Rights in the GLWS Products in their own promotional materials only with the express approval of EEK & SENSE and must comply with all EEK & SENSE directions and guidelines relating to the use of the GLWS Products and associated Intellectual Property Rights if approval is given.
- c) Accredited Users must not remove, alter or obscure any identification, copyright, trade mark or other proprietary notices, labels or marks on or in the GLWS Products.
- d) It is an infringement of ethical guidelines and of international copyright law to copy, modify, translate or in any way replicate, in whole or in part, the GLWS Products or any Respondent personal information or data. The Accredited User confirms that all reasonably necessary steps shall be taken to ensure that no GLWS Products or Respondent data will be copied, modified, translated, reproduced or used in a way that may infringe EEK & SENSE's copyright or Intellectual Property Rights and will report to EEK & SENSE any such infringements that they become aware of.

6. Indemnity and Liability

- a) The Accredited User indemnifies, and keeps indemnified, EEK & SENSE, EEK & SENSE Partners, their officers, employees, agents and representatives against all actions, suits, proceedings, claims, demands, notices, orders, requirements, damages, reasonable amounts paid in settlement, reasonable costs and expenses, losses and liabilities of whatever nature (whether actual or contingent) suffered or incurred by, or sustained against, any of them (including interest, legal fees and expenses on a full indemnity basis):

- i) as a result of the Accredited User's or a Respondent's use of the GLWS Products;
 - ii) as a result of a third party's use of the GLWS Products where that party is in any way associated with the Accredited User, including but not limited to a person authorised to use the GLWS Products by EEK & SENSE in accordance with a request by the Accredited User for that person to be allowed to use the GLWS Products;
 - iii) arising out of the Accredited User's failure to take necessary steps to prevent unauthorised disclosure of, access to or use of their password or log-in details for accessing the Personal Wellbeing Report, My GLWS website or any other online GLWS Products or Services and any resulting unauthorised access or use of the GLWS Products or Services;
 - iv) arising out of the Accredited User's observance of these Terms and Conditions; and
 - v) as a result of any breach of these Terms and Conditions or fraud, default, negligence or breach of the Accredited User.
- b) EEK & SENSE and/or EEK & SENSE Partners need not incur expenses or make payment before enforcing any right of indemnity under these Terms and Conditions.

7. Risk and Exclusion of Warranties

- a) With the exception of any warranties that are unable to be excluded, either at law or under Statute, the parties agree that EEK & SENSE and EEK & SENSE Partners do not offer any warranty, whether express or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality or fitness of the GLWS Products or the Services, including but not limited to the accuracy of any computer scored reports.
- b) Where applicable law or Statute prohibits the exclusion of any warranties or guarantees, to the extent legally permitted, EEK & SENSE and EEK & SENSE Partners limit their liability for breach of any such warranties or guarantees to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at their discretion.
- c) EEK & SENSE and EEK & SENSE Partners give no warranty or guarantee as to the accuracy, utility, currency or reliability of any information or data on the GLWS website or the My GLWS website, or any information or data entered into the GLWS Products by the Accredited User or otherwise.
- d) To the extent permitted by law, EEK & SENSE and EEK & SENSE Partners bear no responsibility for damages or loss arising in any way out of or in connection with or incidental to any errors or omissions in any information or data entered into or produced by the GLWS Products from the use of such data by the Accredited User, whether arising from negligence or otherwise.

- e) Nor, to the extent permitted by law, are EEK & SENSE or EEK & SENSE Partners liable for any loss, damage, cost or expense suffered by any person, whether arising from negligence or otherwise from the use of or results obtained from the information or data entered into the GLWS Products by the Accredited User.
- f) Except as otherwise expressly stated in these Terms and Conditions and to the extent legally permitted, in no event will EEK & SENSE or EEK & SENSE Partners be liable at any time for any loss or damage which the Accredited User suffers arising from, or caused or contributed by, the Accredited User's negligence, or for any special, indirect or consequential loss or damage arising in any way in connection with these Terms and Conditions, the relationship created by these Terms and Conditions, any act or omission of EEK & SENSE or the use or reliance by any person on the GLWS Products or Services.
- g) EEK & SENSE shall use reasonable endeavours to provide continuing availability of the GLWS Products but does not warrant or guarantee that the GLWS Products or Services will be available at all times or that access to and use of the GLWS Products or Services will be error-free, defect-free, secure, uninterrupted or compatible with the equipment or software configurations of the Participant, Accredited User or Respondent(s). EEK & SENSE shall not, in any event, be liable for any service interruptions or interruptions to access to GLWS Products.
- h) EEK & SENSE and EEK & SENSE Partners will not be liable for any damages or loss resulting from any delay in operation or transmission, virus, communications failure, Internet access difficulties or malfunctions in any equipment or software used by the Accredited User and/or the Respondents.
- i) To the extent legally permitted, where EEK & SENSE's and EEK & Sense Partners' liability is not otherwise effectively excluded or limited by these Terms and Conditions, EEK & SENSE's and EEK & Sense Partners' total aggregate liability for losses, costs, claims and damages arising in any way in connection with these Terms and Conditions, the relationship created by these Terms and Conditions, any act or omission of EEK & SENSE or EEK & Sense Partners or the use or reliance by any person on the GLWS Products or Services is limited to an amount equal to all payments received by EEK & SENSE from the Accredited User in the 6 months immediately preceding the date of the first event which gives rise to a claim or AU\$50.00 where no payments have been received by EEK & SENSE during that period.

8. Warranties

- a) The Accredited User warrants that they will perform their obligations under these Terms and Conditions with due care and skill and in a professional manner.

- b) The Accredited User warrants that all material and information provided to EEK & SENSE prior to or following their signature of these Terms and Conditions is true and correct, including any material provided to EEK & SENSE to assess whether the Accredited User is a suitable person to access and administer the content of the GLWS Products, including but not limited to any information provided via the online Registration Form accessible on glswellbeing.com or any version of this form.
- c) The Accredited User warrants that they will not perform any act that would injure the goodwill or reputation of EEK & SENSE or EEK & SENSE Partners or the GLWS Products and will conduct themselves in a manner which will promote and maintain the goodwill and reputation of EEK & SENSE and GLWS Products and will not use the GLWS Products in any way that will bring EEK & SENSE into disrepute.
- d) The Accredited User acknowledges that they have read, understood and agree with the terms of the GLWS Privacy Policy. The Accredited User must comply with the Privacy Act 1988 (Cth) and any other applicable Statutes or laws relating to privacy and personal information. In particular, the Accredited User must obtain the Respondent(s) prior consent before collecting and disclosing any personal information of the Respondent(s) to EEK & SENSE. The Accredited User warrants that:
 - i) any personal information it discloses to EEK & SENSE, including personal information relating to Respondent(s), has been collected in accordance with the Privacy Act 1988 (Cth) and any other privacy laws or regulations that apply to the Accredited User;
 - ii) they have obtained all consents and approvals and made all disclosures necessary to collect, store, disclose, use and/or transfer any personal information to EEK & SENSE, including consent from Respondent(s) before disclosing the personal information of Respondent(s) to EEK & SENSE; and
 - iii) EEK & SENSE is authorised to collect, store, disclose, aggregate and use personal information disclosed to it by the Accredited User, including personal information relating to Respondent(s), for the purposes of providing the GLWS Products and Services and the purposes of these Terms and Conditions, and that the retention and use of such personal information by EEK & SENSE will not violate the rights of any person.

9. Suspension or Revocation of Accreditation

- a) EEK & SENSE reserves the right, at its discretion, to suspend or revoke the Accredited User's accreditation and access to the GLWS Products and My GLWS website by written notice if:
 - i) the Accredited User breaches these Terms and Conditions and, if capable of rectification, fails to rectify the breach to the satisfaction of EEK & SENSE within 14 days of receiving notice of the breach from EEK & SENSE;

- ii) the Accredited User breaches these Terms and Conditions and the breach is incapable of being rectified to the satisfaction of EEK & SENSE;
 - iii) the Accredited User does not purchase GLWS Products within a 6 month period after the date of their Certificate of Accreditation or, having purchased GLWS Products, does not purchase additional GLWS Products for a period exceeding 6 months; or
 - iv) EEK & Sense reasonably considers that the Accredited User has not maintained a satisfactory level of competency in the use of the GLWS Products or completed any additional courses or training required by EEK & Sense to maintain a satisfactory level of competency.
- b) Despite anything else in these Terms and Conditions, EEK & SENSE may terminate these Terms and Conditions or suspend or revoke the Accredited User's accreditation and access to the GLWS Products and My GLWS website by giving the Accredited User 30 days' written notice.

10. Charges for Services

- a) The Accredited User will pay EEK & SENSE the charges as shown in the schedule specified in the current GLWS Price List in accordance with the payment terms set out in the GLWS Price List, unless otherwise agreed to in writing by EEK & SENSE. The current GLWS Price List is provided separately to these Terms and Conditions and EEK & SENSE reserve the right to amend their pricing at any time.

11. GST

- a) All charges and other amounts payable by the Accredited User under these Terms and Conditions do not include any amounts referable to GST.
- b) In addition to all other amounts payable to EEK & SENSE, the Accredited User must pay any amount (GST Amount) which is payable by EEK & SENSE on account of GST as a consequence of any supply (Relevant Supply) made or deemed to be made under these Terms and Conditions.
- c) Any GST Amount payable by the Accredited User in respect of any Relevant Supply is payable at the same time as the consideration for the relevant Supply.
- d) The expressions "consideration", "GST" and "supply" have the same meaning as given to them in the A New System (Goods and Services Tax) Act 1999.

12. Force Majeure

- a) EEK & SENSE will not be liable for any delay or failure to perform its obligations if such failure or delay is due to a Force Majeure Event.

- b) EEK & SENSE will notify the Accredited User as soon as practicable of any anticipated delay due to a Force Majeure Event. The performance of EEK & SENSE's obligations under these Terms and Conditions will be suspended for the period of the delay due to a Force Majeure Event.

13. Confidential Information

- a) Save as is otherwise required by law or any regulatory authority, each party undertakes to the other that from upon signing these Terms and Conditions and thereafter it will keep secret and will not without the prior written consent of the other party disclose to any third party, except for a party's legal and professional advisors, any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with these Terms and Conditions, except where any Confidential Information:
 - i) is or will (otherwise than by breach of these Terms and Conditions) be in the public domain;
 - ii) is in the possession of the recipient party other than pursuant to disclosure from the other party;
 - iii) subsequently comes lawfully into the possession of the recipient party from a third party without the imposition of any duty of confidentiality by such third party; or
 - iv) is required to be disclosed in response to a requirement of the Australian Stock Exchange or any applicable regulatory authority to which EEK & SENSE and/or Accredited User (or its Related Bodies Corporate) is subject where such a requirement has the force of law.
- b) To the extent that it is necessary to implement the provisions of these Terms and Conditions, the recipient party may disclose Confidential Information to its employees as may reasonably be necessary, provided that the recipient party will:
 - i) before disclosure, make such employees aware of their obligations of confidentiality under these Terms and Conditions, and
 - ii) at all times procure compliance with such obligations of confidentiality.

14. Surviving Terms

- a) Sections 5, 6, 7, 8, 10 and 13 survive the suspension or revocation of the Accredited User's accreditation and termination of these Terms and Conditions and any Services being provided to the Accredited User by EEK & SENSE.

15. Relationship

- a) Nothing in these Terms and Conditions creates or is intended to create any relationship of agency, partnership, joint venture, employment or similar between EEK & SENSE and the Participant or Accredited User. Neither the Participant nor Accredited User (as applicable) has authority to bind EEK & SENSE or its related entities in any way.

16. Severance

- a) If any part of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable then that provision is deemed to be severed from these Terms and Conditions and does not affect the validity and enforceability of any of the remaining provisions of these Terms and Conditions.

17. Entire Agreement

- a) These Terms and Conditions and any other document referred to herein together with the [GLWS Website and Survey Terms](#) constitute the entire and only agreement between the parties in relation to its subject matter and replace all prior or simultaneous agreements, undertakings, arrangements, understanding or statements of any nature made by the parties whether oral or written with respect to such subject matter. These Terms and Conditions over-ride the GLWS Website and Survey Terms to the extent of any inconsistency. The Participant or Accredited User (as applicable) acknowledges that they are not relying on statements, warranties or representations given or made by EEK & SENSE in relation to the subject matter of these Terms and Conditions, except those expressly set out in these Terms, and that, to the extent legally permitted, they have no rights or remedies with respect to such subject matter otherwise than under these Terms and Conditions.

18. Governing Law

- a) These Terms and Conditions are governed by and must be construed according to the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts in respect of any matters arising out of these Terms and Conditions.

APPENDIX 1 – DEFINITIONS/INTERPRETATION



1.1 In these Terms and Conditions, the following words have the following meanings:

“Accreditation Program” means the training course on how to use GLWS Products provided by EEK & SENSE or its approved delegates to Participants in person or via online modules (referred to as the “E-Learning Program”) which the Participant must complete to the satisfaction of EEK & Sense in order to become an Accredited User.

“Accredited User” means any person who is approved by EEK & SENSE to use the GLWS Products for Commercial Purposes pursuant to these Terms and Conditions, while the person retains that approval.

“Certificate of Accreditation” a certificate provided by EEK & SENSE stating that the Participant has satisfactorily completed the Accreditation Program and any further additional requirement required by EEK & SENSE.

“Commercial Purposes” means using the GLWS Products to:

- (a) administer the GLWS Survey to Respondents;
- (b) explain the results of the GLWS Survey to Respondents, debrief the GLWS Personal and Team Wellbeing Reports and provide recommendations to individuals and teams based on those reports.

“Confidential Information” means all information in any form (including in writing, verbal or electronic form) imparted or obtained before or after the date of these Terms and Conditions that is of a confidential nature or relates to these Terms and Conditions, the Accreditation Program, the GLWS Products, the Services or the business or prospective business, current or projected plans or internal affairs of either of the parties, including in particular, but not limited to, these Terms and Conditions, all know-how, trade secrets, products, operations, processes, product information and unpublished information relating to either of the parties’ Intellectual Property Rights, and any other commercial, financial or technical information relating to the business or prospective business of either of the parties.

“Documentation” means all operating manuals and other materials (whether printed or not), including but not limited to user manuals, the GLWS Framework, modification manuals, flow charts, drawings and other procedures, instructions and guidelines issued by or in the possession of EEK & SENSE which may assist or supplement the understanding or application of the GLWS Products.

“EEK & SENSE” means E.E.K. & SENSE Pty Ltd ACN 606 086 793.

“EEK & SENSE Partners” means the partnership that owns the Intellectual Property Rights in respect of the GLWS Products from time to time.

APPENDIX 1: DEFINITIONS/INTEPRETATION



"Force Majeure Event" means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented or delayed in performing any of its obligations under these Terms and Conditions and that is beyond the reasonable control of that party.

"GLWS Administration Request Form" means a written request submitted by the Accredited User to EEK & SENSE in the format required by EEK & SENSE giving the number of Respondents to complete the GLWS, dates for completion and dates for reminders.

"GLWS Email Invite Template" means a word document template provided by EEK & SENSE into which the Accredited User enters their own name, contact details and any other information specific to the use of the GLWS Products by the Respondents.

"GLWS Framework" means all drawings, diagrams, methodology and text outlining the rationale and academic basis behind the GLWS Survey, including but not limited to the psychological concepts incorporated into the GLWS Survey.

"GLWS Privacy Policy" means the privacy policy published on the GLWS website (located at www.glwswellbeing.com) or any other website which may replace that website, as updated from time to time.

"GLWS Products" means the following products and any and all Intellectual Property Rights held or used by EEK & SENSE Partners in relation to them:

- a) the GLWS Survey;
- b) the Personal Wellbeing Report;
- c) the GLWS Framework;
- d) the GLWS and My GLWS websites' content;
- e) the Team or Group Wellbeing Reports;
- f) the trade mark "GLWS", the trade mark the subject of Australian trade mark registration number 1827293 and any corresponding trade marks in any country or region worldwide;
- g) the Documentation;
- h) any other trade marks registered or used in any country by EEK & SENSE, EEK & SENSE Partners or their related companies in connection with the GLWS Survey, Personal Wellbeing Report, GLWS Framework, GLWS website, My GLWS website, Team Wellbeing Report, Group Wellbeing Report or Documentation from time to time; and
- i) any other products which may be offered by EEK & SENSE, EEK & SENSE Partners or their related companies from time to time, including via the GLWS website or My GLWS website.

"GLWS Survey" means the web-based Global Leadership Wellbeing Survey provided by EEK & SENSE, being a psychology-based questionnaire designed to assess the wellbeing of an executive/senior leadership population, as updated from time to time.

APPENDIX 1: DEFINITIONS/INTEPRETATION



“GLWS Upload Template” means an excel spreadsheet template provided by EEK & SENSE into which the Accredited User enters the name, email addresses, company and group of the Respondents to complete the GLWS Survey.

“Group Wellbeing Report” means a report summarising a group of Respondents’ aggregated and anonymised responses to the GLWS Survey.

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, business and domain names, inventions and discoveries, software object code and all other results of intellectual activity in the industrial, scientific, literary or artistic fields.

“Participant” means an individual who has registered for and is undertaking the Accreditation Program.

“Personal Wellbeing Report” means a report summarising a single Respondent’s responses to the GLWS Survey.

“Professional Codes” means any code or rules governing a profession.

“Registration Form” means a form completed by individual applicants for the Accreditation Program outlining the applicant’s qualifications, professional membership status, knowledge and experience, utilised by EEK & SENSE to determine whether the applicant is a suitable person to register for the Accreditation Program and become qualified to use the GLWS Products for Commercial Purposes.

“Respondent” means a person who has, under the supervision and at the invitation of the Accredited User, been invited to complete, has commenced or has completed the GLWS Survey.

“Services” means any services provided by EEK & SENSE including without limitation: i) the provision of access to or links to GLWS Survey, Personal Wellbeing Reports and Team Wellbeing Reports, ii) the Accreditation Program and iii) consultancy work.

"Statute" means any legislation of any country, state or territory in force at any time and any rule, regulation, ordinance, determinations, by-law, statutory instrument, order, code or notice made at any time under that legislation.

“Team Wellbeing Report” means a report summarising a group of Respondents’ aggregated and anonymised responses to the GLWS Survey.

APPENDIX 2 – SERVICE LEVEL AGREEMENT



1. Subject to the Accredited User meeting their obligations under these Terms and Conditions, EEK & SENSE shall use all reasonable endeavours to ensure that the GLWS web-based administration and reporting service is available during normal business hours in NSW (AEST 9am to 5pm, Monday to Friday).
2. Upon receipt of a correctly completed GLWS Administration Request Form, a GLWS Upload Template and a GLWS Email Invite Template, EEK & SENSE will ensure the GLWS invitations to Respondents are sent within one business day (AEST 9am to 5pm) or on the specified day as agreed to and advised in writing prior.
3. GLWS Personal Wellbeing Reports will be provided to the Accredited User within one business day of the completion of the GLWS Survey by the Respondent(s), or otherwise as advised and agreed prior.
4. Respondents' data will be made available to the Accredited User for a period of six months from the date the Respondent completes the GLWS Survey or until the date the data is anonymised at the request of the Accredited User or removed at the request of the Respondent, whichever is earlier. Reports may be run against this data subject to the fees set out in the current price list.
5. Queries received via email at admin@glswellbeing.com during normal business hours (AEST 9am to 5pm, Monday to Friday) will generally be responded to within one business day of the email receipt. For the avoidance of doubt, the meaning of a response will include an acknowledgement of the Accredited User's initial email stating that a query has been raised, and shall not necessarily mean a resolution.