

# Terms & Conditions of Use for GLWS Accredited Coaches

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## 1) Completion of the GLWS Accreditation by in-person workshop

- a) By undertaking to complete the GLWS accreditation via the In-person workshop, the Participant agrees to complete all pre-work modules prior to the commencement of the workshop and to attend for the full amount of time scheduled for the workshop. If either of these conditions is not met, EEK & SENSE reserves the right to withhold the Participant's GLWS accreditation until further evidence of their competence is provided to the satisfaction of EEK & SENSE.
- b) Following attendance at the workshop, the Participant is required to use a complimentary GLWS survey and Personal Report with one client to complete the Accreditation process. This is to be achieved within 3 calendar months of the date of the workshop.
- c) In the event of a Participant not completing any aspect of the Accreditation 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) 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 registering to commence the program on the GLWS courses website. 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 preceding Modules of the E-Learning Program.
- d) Prior to undertaking the practice debrief, the Participant agrees to provide their Preparation form at least 3 working 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.

## 3) 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 order GLWS Surveys and Reports using the online order form available on the GLWS Courses website. Full details of the GLWS ordering process are given in Appendix 5.
- b) EEK & SENSE will fulfill its responsibilities in the ordering process according to the terms

provided in the Service Level Agreement in Appendix 2.

- c) Accredited Users are also granted access to MyGLWS, an online resource exclusive to Accredited Users prior to or during completion of the Accreditation Program. MyGLWS is accessed via the GLWS Courses website. EEK & SENSE will provide Accredited Users with a confidential log-in the GLWS Courses website.
- d) The Accredited User must keep their password and log-in details for accessing the Personal Wellbeing Report, the GLWS Courses 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.
- e) Access to the GLWS Group or Team Reports is restricted to Accredited Users who have completed the Level 2 GLWS Accreditation training.

#### **4) 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 (who has not met the conditions for GLWS accreditation status) to make use of the GLWS Products.
- c) The use of the GLWS Group or Team Reports is restricted to Accredited Users who have completed the Level 2 GLWS Accreditation training.
- d) 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. 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, Zoom, MS Teams (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. In the event that a Respondent refuses the offer of a debrief but requests a copy of their Personal Wellbeing Report, this must be provided

securely with a recommendation of following up with another person to discuss their results. The Accredited Coach must respect the Respondent's wishes, Data Protection requirements to make all data available to Data Subjects on request, and do everything possible to extend a duty of care towards all persons.

- 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). Further detail on the Data Protection responsibilities of the Accredited Coach are given in Appendix 3.
- 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 and this can also be accessed from MyGLWS.
- 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 MyGLWS or the GLWS Courses website, or cancel or suspend the operation of MyGLWS or the GLWS Courses 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.

## 5) 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.

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.

- b) 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.

## 6) 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.
- e) Ownership of all personal data entered into the GLWS online platform by Respondents rests with the Respondent for as long as this data is identifiable. This affords the Respondent all

rights under Data Protection laws as detailed in the EEK & SENSE Privacy Policy (including but not limited to the right to request access, correction, erasure and the transfer of data to a third party). The data is used by EEK & SENSE (for the purposes given in the Privacy Policy) with the consent of the Respondent. At the point of de-identification of the data held on the GLWS online platform, (when it ceases to be Personal Data), all rights and ownership in relation to the data rest with EEK & SENSE.

## 7) Data Retention

- a) Accredited Users can request access to the EEK & SENSE Data Retention Policy which includes the following key points:
  - i) GLWS Respondents' data entered into the online survey platform is retained by default for a period of 18 months, at which point it is de-identified.
  - ii) The Accredited User can request an alternate period of data retention however implementation of this is not guaranteed and may incur an additional administration fee.

## 8) 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, the GLWS Courses website, MyGLWS 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 by 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.

## 9) 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, MyGLWS, the GLWS Courses 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 1 month 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.

## 10) 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 [glwswellbeing.com](http://glwswellbeing.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 EEK & SENSE Privacy Policy and the Terms and Conditions of use for GLWS Respondents. 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.

## 11) 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, MyGLWS and the GLWS Courses 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, the GLWS Courses website and MyGLWS by giving the Accredited User 30 days' written notice.

## 12) 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 reserves the right to amend their pricing at any time.

- b) Invoices will be sent to the Accredited User for payment or processing, unless otherwise advised in writing.
- c) Our terms are 28 days from the date of the invoice. Interest is charged at 10% per annum on accounts outstanding beyond 45 days of the date of the invoice. Where accounts are overdue without prior arrangement, a \$25 per month overdue account fee is charged. We reserve the right to recover costs, including time costs and legal expenses incurred in relation to collecting outstanding invoices.
- d) Any discounts accrued from the ongoing purchase of GLWS Products are attached to the Accredited User such that should they leave their employing organisation, the level of discount attained will continue should they purchase GLWS in a future role within a different organisation.
- e) You will be invoiced at the time of ordering the GLWS. Payment is required irrespective of survey completion status.

### 13) 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.

### 14) 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.

## 15) 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.

## 16) Surviving Terms

- a) Sections 6), 8), 9), 10), 12) and 14)b) 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.

## 17) 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.

## 18) 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.

## 19) Entire Agreement

- a) These Terms and Conditions and any other document referred to herein together with the GLWS Website 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 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.

## 20) 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.

## 21) Your duty to inform us of changes

- a) It is important that the personal contact data we hold about you is accurate and current. Please inform us of any changes to your personal contact data during your relationship with us.

## APPENDIX 1

# Definitions/Interpretation

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

**“Accreditation Program”** means the training course(s) 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. For the purposes of these Terms and Conditions, “Accredited User” has the same meaning as “Accredited Coach”.

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

**“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 business day”** means Australian Eastern Standard Time, 9am to 5pm, Monday to Thursday.

Exceptions to this include public holidays within NSW, Australia and a two-week closure over Christmas and New Year, which is notified in advance.

**“GLWS courses website”** means the website where GLWS courses can be accessed, located at <https://courses.glswellbeing.com/>

**“GLWS Order Form”** means an online form submitted by the Accredited User to EEK & SENSE to request the administration of the GLWS to one or more 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.glswellbeing.com](http://www.glswellbeing.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 Framework;
- b) the GLWS Survey;
- c) the Personal Wellbeing Report;
- d) the Team or Group Wellbeing Reports;
- e) the GLWS micro learning app;
- f) the GLWS suite of wellbeing workshops;
- g) the Collections of Wellbeing Insights;
- h) the GLWS and My GLWS websites’ content;
- i) any GLWS related webinar content and/or recordings;
- j) 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;
- k) the Documentation;
- l) 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
- m) 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/leadership population, as updated from time to time.



**“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.

**“MyGLWS”** means an online resource exclusive to Accredited Users that can be accessed via the <https://courses.glswellbeing.com> website

**“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 and coaching work.

**“Software”** the software underlying the Platform as referenced in Appendix 4.

**“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

Subject to the Accredited User meeting their obligations under these Terms and Conditions, EEK & SENSE will fulfil their obligations as follows:

1. Upon receipt of a correctly completed online order form, the GLWS invitations to Respondents will generally be sent within one GLWS business day (Australian Eastern Standard Time, 9am to 5pm, Monday to Thursday) or on the specific day as specified in the order form. (Exceptions to this include public holidays within NSW, Australia and a two-week closure over Christmas and New Year, which is notified in advance). For surveys to be sent on a Friday, the online order form must be received before 4pm on the Thursday prior.
2. EEK & SENSE shall use all reasonable endeavours to ensure that the GLWS web-based administration and reporting service is accessible for survey completion and delivery of reports at all times.
3. Queries received via email at [admin@glswellbeing.com](mailto:admin@glswellbeing.com) or [support@glswellbeing.com](mailto:support@glswellbeing.com) during normal business hours (as above) will generally be responded to within one GLWS 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.
4. Links sent to Accredited Users to access Personal Wellbeing Reports are valid for a period of one month from completion of the GLWS. In the event that the Accredited User requires a report to be re-sent, this may incur an additional admin fee.

## APPENDIX 3

# Data Protection

### 1) Shared Personal Data

The following data sharing terms shall be incorporated as Appendix 3 into the Terms and Conditions of Use for GLWS Accredited Coaches and a reference to these terms shall be a reference to the Terms and Conditions of Use for GLWS Accredited Coaches.

This Appendix to the Terms and Conditions of Use for GLWS Accredited Coaches sets out the framework for the sharing of Personal Data between the parties as Controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

### 2) Effect of non-compliance with Data Protection Legislation

Each party shall comply with all the obligations imposed on a Controller under the relevant Data Protection Legislation, and any material breach of the relevant Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate these Terms and Conditions, with immediate effect.

### 3) Particular obligations relating to data sharing. Each party shall:

- 3.1) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 3.2) give full information to any Data Subject whose Personal Data may be processed under these Terms and Conditions of the nature such processing. This includes giving notice that, on the termination of these Terms and Conditions, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 3.3) process the Shared Personal Data only for the Agreed Purposes;
- 3.4) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 3.5) ensure that, where relevant and necessary, all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Terms and Conditions;
- 3.6) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

- 3.7) ensure that it has in place appropriate processes to ensure the safe and timely destruction of Personal Data in accordance with its obligations as delineated in the GLWS Data Retention Policy;
- 3.8) where relevant – i.e. in respect of the Personal Data of a Data Subject in the European Union, not transfer any relevant Personal Data received from the Data Discloser outside the EEA unless the transferor:
  - a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint Controller); and
  - b) ensures that:
    - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
    - (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or
    - (iii) Binding corporate rules are in place; or
    - (iv) One of the derogations for specific situations in Article 49 GDPR applies to the transfer.

#### **4) Mutual assistance**

Each party shall assist the other in complying with all applicable requirements of the relevant Data Protection Legislation. In particular, each party shall:

- 4.1) consult with the other party about any relevant notices given to Data Subjects as necessary, in relation to the Shared Personal Data;
- 4.2) promptly inform the other party about the receipt of any relevant Data Subject access request;
- 4.3) provide the other party with reasonable assistance in complying with any Data Subject access request;
- 4.4) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;
- 4.5) assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the relevant Data Protection Legislation with respect to security, Personal Data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- 4.6) notify the other party without undue delay on becoming aware of any breach of the relevant Data Protection Legislation;
- 4.7) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;

- 4.8) maintain complete and accurate records and information to demonstrate its compliance with this clause 4 and allow for audits by the other party or the other party's designated auditor; and
- 4.9) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the relevant Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the relevant Data Protection Legislation.

## 5) Indemnity

Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the relevant Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## Definitions

**Agreed Purposes** shall have the following meaning, the parties (being the Accredited Users, Participants and EEK & SENSE) intend to share and process the Respondent Personal Data for the purposes of analysing the Respondents' responses to the GLWS Survey and producing the Personal Wellbeing Report which the Accredited User will then use to provide its GLWS Coaching Services to the Respondent.

The Respondent will disclose Personal Data to both EEK & SENSE and to the Accredited User (which the Respondent will know as the GLWS Coach) and thereafter EEK & SENSE and the Accredited User will also share and transfer between them, such Personal Data received from the Respondents.

**Accredited User** has the same meaning as set out at Appendix 1 to the Terms and Conditions of Use for GLWS Accredited Coaches.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, special categories of Personal Data, processing and appropriate technical and organisational measures:** as set out in the relevant Data Protection Legislation in force at the time.

**Data Discloser** means a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation** means, the General Data Protection Regulation ((EU) 2016/679) and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) worldwide, including the Australian Privacy Act 1988, as relevant depending on the legislation that applies to the Personal Data

of each Data Subject (i.e. obligations under these Terms and Conditions to comply with the Data Protection Legislation with respect to the Personal Data of a Data Subject located in the European Union shall be an obligation to comply with the GDPR whereas for a Data Subject located in Australia, the relevant legislation shall be the Australian Privacy Act 1988); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**EEK & SENSE** has the same meaning as set out in Appendix 1 to the Terms and Conditions of Use for GLWS Accredited Coaches.

**GLWS Coaching Services** means the Accredited User's services as a coach as provided to the Respondents in accordance with their own agreement.

**Terms and Conditions of Use for GLWS Accredited Coaches / Terms and Conditions** means the agreement governing the relationship between the Participants, the Accredited Users and EEK & SENSE, including all appendices thereto and all documents and policies referred to therein.

**Participant** shall have the same meaning as set out in Appendix 1 to the Terms and Conditions.

**Permitted Recipients** means the parties to these Terms and Conditions, the employees of each party, any third parties engaged to perform obligations in connection with these Terms and Conditions, including third party printers and/or binders of the Personal Wellbeing Reports.

**Personal Wellbeing Report** means a report summarising the Respondent's responses to the GLWS Survey, including Respondent Data.

**Respondent Data** means any information, data or other materials provided by the Respondent in the course of completing the GLWS Survey, which may include Personal Data relating to the Respondent.

**Shared Personal Data** means the Personal Data to be shared between the parties under clause 3 of these Terms and Conditions. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of Data Subject:

- a) Contact data such as name, email, address, telephone number;
- b) Personal Data including special categories of Personal Data, contained within a Respondent's responses to the GLWS Survey; and
- c) Qualification and employment data such as a Respondent's job role and/or category, job description and employment details.

## APPENDIX 4

# Rights with Respect to the GLWS Platform, Hosted by Formation Systems

- 1) The GLWS Accredited User acknowledges that all Intellectual Property Rights in the Software throughout the world belong to Formation Systems, and that they have no rights in, or to, the Software other than the right to use them in accordance with these Terms and Conditions.
- 2) The GLWS Accredited User acknowledges that they have no right to have access to the Software in source code form.
- 3) The GLWS Accredited User acknowledges that the integrity of the Software is protected by technical protection measures (**TPMs**) so that the Intellectual Property Rights, including copyright, in the Software are not misappropriated. The GLWS Accredited User must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or have in their possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.
- 4) The GLWS Accredited User is granted a non-exclusive, non-transferable right to access and use the Software for their own internal business only in accordance with these Terms and Conditions.
- 5) The GLWS Accredited User agrees that Formation Systems is not responsible for any non-performance, failure or other aspect of the Software.
- 6) The GLWS Accredited User must not transfer, assign, charge or otherwise dispose of its rights or obligations under these Terms and Conditions. Any purported assignment in breach of this clause is void.
- 7) No Intellectual Property Rights in the Software are transferred to the GLWS Accredited User.
- 8) The GLWS Accredited User must not transfer the Software to a third party or permit any third party to access the GLWS Accredited User's copy thereof.
- 9) The GLWS Accredited User must not translate, reverse compile, reverse engineer, modify or disassemble the Software (except as may be expressly permitted by the *Copyright Act 1968* (Cth)).
- 10) The GLWS Accredited User must not make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs.



- 11) The GLWS Accredited User must supervise and control use of the Software and ensure that the Software is used by its employees and representatives in accordance with these Terms and Conditions.
- 12) The GLWS Accredited User must obtain all necessary consents for Formation Systems to process Respondent Data, and must, if any person withdraws his or her consent, promptly notify EEK & SENSE and Formation Systems who will configure the Software so that it does not process any of that person's Personal Information.
- 13) The GLWS Accredited User must not remove, alter or destroy any form of copyright notice, proprietary markings or confidential legends placed upon or contained within the Software or Documentation, and shall include such markings and legends on all copies of the Software and Documentation.
- 14) The GLWS Accredited User is notified that Formation Systems is a third-party beneficiary to these Terms and Conditions, which contains provisions that relate to the GLWS Accredited User's use of the Software. Such provisions are made expressly for the benefit of Formation Systems and are enforceable by both Formation Systems and EEK & SENSE.
- 15) Formation Systems shall not be held to any liability whatsoever with respect to any claim of the GLWS Accredited User on account of the use or performance of any Software. Formation Systems shall have no obligation to furnish any assistance, information or documentation with respect to the Software, except as otherwise agreed in writing by Formation Systems and EEK & SENSE.
- 16) The GLWS Accredited User accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet their individual requirements.
- 17) The GLWS Accredited User must not infringe any third party's rights when using the Software, including but not limited to Intellectual Property Rights and rights to privacy.
- 18) The GLWS Accredited User's accreditation and access to the GLWS terminates if:
  - i. the GLWS Accredited User breaches any irremediable provision of this Appendix or any provision capable of remedy and fails to remedy the breach within seven (7) days of notice requiring them to remedy the breach;
  - ii. if the GLWS Accredited User breaches Formation Systems's Intellectual Property Rights;
  - iii. if the GLWS Accredited User challenges the validity of Formation Systems's Intellectual Property Rights; or
  - iv. if the GLWS Accredited User suffers an Insolvency Event, except where termination would be contrary to the *Corporations Act 2001* (Cth).

- 19)** Upon termination of accreditation, all rights granted to the GLWS Accredited User under these Terms and Conditions will automatically and immediately cease and the GLWS Accredited User must immediately cease all activities authorised by the GLWS accreditation.
  
- 20)** The GLWS Accredited User's obligations under these Terms and Conditions shall survive any termination or expiry of their accreditation.
  
- 21)** Any failure by EEK & SENSE or Formation Systems at any time during the term of the accreditation to insist on strict performance of any of the GLWS Accredited User's obligations under these Terms does not constitute a waiver of such rights or remedies and does not relieve the GLWS Accredited User from compliance with any such obligations.

## APPENDIX 5

# Ordering GLWS

To order GLWS Surveys and Reports, go to Ordering GLWS:

<https://courses.glswellbeing.com/ordering-glws/>.

Complete the online form and click Submit. Upon receipt of the online order the following steps occur:

- 1) The GLWS will be sent out on the requested date and EEK & Sense will notify the Accredited User and where applicable, the authorised non-accredited representative (such as an Administration or Executive Assistant) by email when this has been actioned. Please note, the online order form can be completed and submitted by an authorized non-accredited representative on behalf of the Accredited User.
- 2) Additional reminders to complete can be sent to respondents as requested on the order form or at oursuggestion.
- 3) Upon completion, a link to a password protected PDF of the GLWS Personal Report(s) is sent directly to the Accredited User or another nominated Accredited User but may also be copied to an authorised (non- accredited) representative, where this has been authorised in writing, in advance.
- 4) The password(s) to your GLWS report(s) are shared with you when you place your first order.
- 5) You will receive an invoice at the time of ordering the GLWS survey. Our payment terms are 28 days. Payment is required irrespective of survey completion status.

### **GLWS ordering for teams or groups**

Please note: GLWS group or team reports can only be ordered and used by Accredited Users who have completed the Level 2 GLWS Accreditation. An authorised non-accredited representative can also order the GLWS group or team report on behalf of the Accredited User.

- 1) Complete the online order form as indicated above.
- 2) Upon receipt of the order, EEK & Sense will check all the details and may seek clarification if needed. EEK & Sense will advise the Accredited User and the non-accredited representative (if applicable) when the order has been actioned.
- 3) Please indicate on the order form whether the GLWS Personal Reports are to be individually auto-delivered to you upon completion (as above) OR if the preference is for EEK & Sense to collate the reports into one folder and provide you with a link to this at an agreed time. An additional fee may apply for this service.
- 4) A GLWS Team or Group report can be ordered on the initial order OR at a later time by emailing [support@glswellbeing.com](mailto:support@glswellbeing.com). The GLWS Team or Group report are accessed via a link to a password protected Word file (to enable editing). The password will be advised separately.
- 5) Invoicing for GLWS Team and Group reports is as above. NB: this is an additional cost to the individual GLWS Personal Reports for the team or group. Please contact us for a current price list.