

# EEK & SENSE Complete Set of Terms and Conditions

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## 1. DEFINITIONS (alphabetical)

- 1.1. **“Accreditation Program”** means training course(s) on how to use GLWS Products approved and provided by EEK & SENSE or its approved delegates to Participants in person, virtually online or via digital learning modules (referred to as the “e-Learning Program”) which Participants must complete to the satisfaction of EEK & SENSE to achieve the Certificate of Accreditation that grants GLWS Accredited Practitioner status to Participants.
- 1.2. **“Agreed Purpose”** means the performance by each Party of its obligations under the Contract.
- 1.3. **“Certificate of Accreditation”** means a digital certificate provided by EEK & SENSE stating that the Participant has satisfactorily completed the GLWS Accreditation Program required by EEK & SENSE.
- 1.4. **“Commercial Purposes”** means using any GLWS Product, Service, Material or GLWS Intellectual Property to:
  - a. contribute to, or form part of, the promotion or marketing of a person or organisation’s product or service offerings;
  - b. provide one or more individuals with education, resources, support, coaching, development, skills, training, recommendations or advice;
  - c. provide one or more teams, programs, cohorts or organisational needs with resources, support, development, training, recommendations or advice;
  - d. administer the GLWS Survey to Respondents;
  - e. provide, explain or debrief the results of the GLWS Survey, Personal or Group Report to Respondents or their representatives;
- 1.5. **“Common Terms and Conditions for GLWS Products & Services”** refers to the set of Common Terms and Conditions that apply to all GLWS Products and Services.
- 1.6. **“Comply with a Legal Obligation”** means processing Personal Data necessary for compliance with a legal obligation that EEK & SENSE are subject to.
- 1.7. **“Confidential Information”** means all information imparted or obtained, in any form, 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 the involved parties, including in particular, but not limited to, this complete set of Terms and Conditions, all know-how, trade secrets, products, operations, processes, product information and unpublished information relating to the parties’ Intellectual Property Rights, and any other commercial, financial or technical information relating to the business or prospective business of the parties.
- 1.8. **“Data Controller”** means the legal person or entity determining the purposes and means of processing Personal Data.
- 1.9. **“Data Discloser”** means a Party that discloses shared Personal Data to the other Party.
- 1.10. **“Data Protection Legislation”** means the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time that 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. references in these Terms to obligations under the Data Protection Legislation in relation to the Personal Data of a subject located in the European Union shall be a reference to 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.

- 1.11. **“Data Subject”** means the identified or identifiable living individual to whom Personal Data relates.
- 1.12. **“De-identified Data”** means data from which enough of a person’s identification features have been removed or obscured so that the remaining information does not identify an individual, and there is no reasonable basis to believe that the information can be used to identify an individual. Once data has been de-identified, it ceases to be personal data.
- 1.13. **“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.
- 1.14. **“EEK & SENSE”** means EEK & SENSE PTY LTD ACN 606 086 793 and/or EEK & SENSE Partners and includes its officers, directors, employees, related corporate bodies, agents, contractors, licensors and suppliers for the purposes of indemnities and liability exclusions and limitations in these Terms.
- 1.15. **“EEK & SENSE Materials”, “Materials” and “GLWS Materials”** means any information, documents, data, content, images, branding, audiovisual materials (including audio or video files of any type) or other materials EEK & SENSE uploads to or displays on Our Websites from time to time in any form.
- 1.16. **“EEK & SENSE Partners”** means the partnership that owns intellectual property rights in the GLWS Products and EEK & SENSE materials from time to time.
- 1.17. **“Force Majeure Event”** means any occurrence or omission that, as a direct or indirect result, prevents or delays the party relying on it from performing any of its obligations under these Terms and Conditions and is beyond the reasonable control of that party.
- 1.18. **“GLWS Accredited Practitioner”** means any person approved by EEK & SENSE to use the GLWS Products for Commercial Purposes pursuant to these Terms and Conditions. For the purposes of these Terms and Conditions, “GLWS Accredited Practitioner” has the same meaning as “GLWS Accredited Coach”, “Accredited Coach”, “Accredited Practitioner”, and “Member of our Accredited Community”. For clarity, for so long as the person retains such approval from EEK & SENSE, being an Accredited Practitioner means they are responsible for:
  - a. supervising Program Manager(s);
  - b. inviting Respondent(s) to complete the GLWS Survey;
  - c. ensuring ethical and professional use of GLWS Products for Users;
  - d. upholding and protecting the reputation and integrity of the GLWS;
  - e. resolving any queries or complaints concerning the provision of advice, information and services by them to Respondents or Users.

- 1.19. “GLWS Assessment & Reporting System”** is the collective term used to refer to the range of configurations and volumes of GLWS Products available to purchase under annual Subscription Plans from EEK & SENSE Pty.
- 1.20. “Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only ”** means the conditions that apply to purchasing, accessing and using any GLWS Product within the GLWS Assessment & Reporting System.
- 1.21. “GLWS Survey Administration Request Form”** means a specific GLWS online form that requests the administration of GLWS Surveys by EEK & SENSE for one or more Survey Respondents. It is the responsibility of the Accredited Practitioner (or their nominated Program Manager) to submit this form to EEK & SENSE so GLWS Surveys can be sent to Respondents on their behalf.
- a. The form requires these details:
    - i. Survey Respondent(s) first name, last name and email address(es);
    - ii. the date that the GLWS survey(s) invitation links are to be issued by EEK & SENSE;
    - iii. the date the Surveys must be completed and the preferred date for reminders;
    - iv. instructions about who the GLWS Personal Wellbeing Reports should be distributed upon completion;
    - v. instructions about who and by when a GLWS Group Reports should be issued (if required);
    - vi. the preferred wording for the covering email that the Accredited Practitioner/ Program Manager wishes to accompany the email invitation(s) that contain the GLWS Survey link(s).
- 1.22. “GLWS Business Day”** means Australian Eastern Standard Time (AEST), 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.
- 1.23. “GLWS Group Wellbeing Report”** means a report summarising a group of Survey Respondents’ aggregated and de-identified responses to the GLWS Survey.
- 1.24. “GLWS Framework”** means all drawings, diagrams, methodology, and text outlining the rationale and academic basis that underpins the GLWS Survey, including, but not limited to, the psychological concepts incorporated into it.
- 1.25. “GLWS Intellectual Property”** means the Intellectual Property created and owned by EEK & SENSE or EEK & SENSE Partners that includes but is not limited to the following:
- a. GLWS Accreditation Programs;
  - b. GLWS Collections of Wellbeing Insights;
  - c. GLWS Framework;
  - d. GLWS Group Reports (and any other summary reports created by EEK & SENSE based on an analysis of aggregated data from several Survey Respondents);
  - e. GLWS Leading Through Complexity Toolkit;
  - f. GLWS Personal Wellbeing Report (and any other individual report created by EEK & SENSE based on an analysis of one Respondent’s Survey data);
  - g. GLWS Surveys (V1, V1.1, V2 and any future new or updated surveys created by EEK & SENSE);
  - h. GLWS Website content (the GLWS, MyGLWS, MyWellbeing and other related websites’ content);
  - i. GLWS Wellbeing Insights Papers;

- j. GLWS Wellbeing Strategies & Actions Guide(s);
  - k. Trade-Marks, including “GLWS”, the trademark that is the subject of Australian trade mark registration number 1827293 and any corresponding trademarks in any country or region worldwide, and any other trademarks registered or used in any country by EEK & SENSE, EEK & SENSE Pty Ltd, EEK & SENSE Partners or their related companies in connection with any GLWS Intellectual Property listed above and other Documentation from time to time
  - l. Registered website domain names.
- 1.26. **“GLWS Personal Wellbeing Report”** means a report summarising a single participant’s responses to the GLWS Survey.
- 1.27. **“GLWS Privacy Policy”** or **“Privacy Policy”** means the privacy policy published on the GLWS Website(s) (located at [www.glswellbeing.com](http://www.glswellbeing.com)) or any other website that may replace that website, as updated from time.
- 1.28. **“GLWS Products”** refers to the GLWS Intellectual Property listed in 1.23 above and:
- a. any other print or digital content created by EEK & SENSE;
  - b. any other GLWS-related seminar, webinar, presentation or workshop content and/or recordings;
  - c. all inclusions offered contained within any GLWS Assessment & Reporting Subscription Plan pack or bundle and subject to the GLWS Assessment & Reporting System and GLWS Framework Only Subscription Plans
  - d. any other products that may be offered by EEK & SENSE, EEK & SENSE Partners or their related companies from time to time, including via the GLWS Website, MyGLWS Website or other platforms.
- 1.29. **“GLWS Survey”** means the Global Leadership Wellbeing Survey owned by EEK & SENSE Partners, being a psychology-based questionnaire designed to measure the wellbeing of a leadership/professional employee populations, and includes but is not limited to the ideas, methodology (including the GLWS Framework) and contents of the survey and all related documentation, as updated from time to time.
- 1.30. **“GLWS Survey Hosting Platform”** means the online platform(s) upon which the GLWS Survey is hosted.
- 1.31. **“GLWS Website(s)”** or **“Our Website”** means the websites located at [www.glswellbeing.com](http://www.glswellbeing.com), [www.myglws.com](http://www.myglws.com), and any websites that may replace those websites from time to time, as well as any other application distribution platform (including mobile applications) through which EEK & SENSE provides GLWS Products or Services from time to time.
- 1.32. **“Intellectual Property Rights”** means statutory, proprietary and all other rights throughout the world in respect of copyright, trademarks, confidential information, patents, designs and all other rights of a like nature, by law in force in any part of the world including all applicable renewals and extensions.
- 1.33. **“Insolvency Event”** means:
- a. where the party is an individual:
    - i. that party commits an act of bankruptcy or is declared bankrupt or insolvent, or;
    - ii. that party’s estate otherwise becomes liable to be dealt with under any law relating to bankruptcy or insolvency;
  - b. where the party is a company:

- i. a resolution is passed, or a Court order made for the winding up of that party or an administrator is appointed to that party pursuant to any relevant law;
  - ii. a receiver or manager or receiver and manager is appointed to the assets or undertaking of the party or any part thereof; or
  - iii. the party is unable to pay its debts as and when they fall due.
- 1.34. **“Legitimate Interest”** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- 1.35. **“Losses”** means losses, expenses, claims, proceedings, damages and costs (including actual, special, direct, indirect, incidental, exemplary or consequential) of every kind and nature.
- 1.36. **“Minimum survey administration upload per cohort”** amount means the smallest quantity of surveys our bureau service will accept for processing in a single batch without you incurring an additional admin fee.
- 1.37. **“MyGLWS”** means an online resource exclusive to GLWS Accredited Practitioners or, from time to time, GLWS Respondents/Users that can be accessed via the GLWS Website.
- 1.38. **“Participant”** means a person who has registered for and is undertaking the GLWS Accreditation Program.
- 1.39. **“Performance of Contract”** means processing Users’ data where it is necessary to perform a contract to which Users are a party or to take steps at Users’ requests before entering into such a contract.
- 1.40. **“Permitted Recipients”** means the Parties to the Contract, the employees of each such Party and any third parties engaged to perform obligations in connection with the Contract.
- 1.41. **“Personal data” (“personal information”)** is any information about an individual from which that person can be identified or whose identity is apparent or can reasonably be ascertained from that information or data alone or in conjunction with other information or data. It does not include data where the identity has been removed (anonymous data).
- 1.42. **“Privacy Policy”** means the privacy policy published on the GLWS Website or any other website that may replace that website, as updated from time to time and within these Terms and Conditions.
- 1.43. **“Professional Codes”** means any code or rules governing a profession.
- 1.44. **“Program Manager”** means any person or persons who co-ordinates or manages the administration of the GLWS within an organisation for internal or external GLWS Respondents under the supervision of a known Accredited Practitioner.
- 1.45. **“Purchase Date”** is the date Users place a purchase order, pay or receive an invoice for payment; whichever is the soonest applies.
- 1.46. **“Purchaser”** means the person who places the order and ensures payment for GLWS Products.

- 1.47. **“Registration Form”** means a form completed by individual applicants to become a Participant in any GLWS Accreditation Program that outlines 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.
- 1.48. **“Respondent” (“GLWS Respondent”, “Survey Respondent”, or “GLWS Survey Respondent”)** means a person who has, under the supervision and at the invitation of a GLWS Accredited Practitioner, been invited to complete, has commenced or has completed the GLWS Survey or any other survey offered by EEK & SENSE.
- 1.49. **“Respondent Data”** means any information, data or other materials provided by the Respondent while completing the GLWS Survey, which may include Personal Data relating to the Respondent.
- 1.50. **“Services”** means any services provided by EEK & SENSE, including without limitation:
- the provision of the GLWS Website(s);
  - the provision of access to or links to GLWS Survey, GLWS Personal/Group Wellbeing Reports and other GLWS Products;
  - facilitating interactions between Respondents and GLWS Accredited Practitioners / Program Managers;
  - the Accreditation Program and;
  - consultancy, advisory and coaching.
- 1.51. **“Software”** means the software underlying the online survey hosting platform, which allows EEK & SENSE to create, administer, monitor, manage, and report online GLWS Surveys. This includes all and any documentation, manuals, user guides, and other materials supplied to you in connection with that platform.
- 1.52. **“Special categories of data”** means data that reveals an individual’s racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record that is also personal information, health information, genetic information that is not otherwise health information about an individual, biometric information that is to be used for the purpose of automated biometric verification or biometric identification and biometric templates.
- 1.53. **“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.
- 1.54. **“Subscription Plan”** refers to any GLWS Product purchase that grants temporary supply and/or access to GLWS Intellectual Property and materials for a 12-month period of validity. Examples of a Subscription Plan include (but are not limited to) GLWS Starter Packs and Re-order Bundles within the GLWS Assessment & Reporting System.
- 1.55. **“Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners”** refers to the specific set of Terms and Conditions that apply to Participants undertaking GLWS Accreditation programs and to all GLWS Accredited Practitioners’ usage of GLWS Products upon completing their accreditation.



- 1.56. **“Terms and Conditions for GLWS Survey Respondents”** refers to the basis of the agreement that must exist between Survey Respondents and EEK & SENSE if Respondents choose to access and use the GLWS Survey.
- 1.57. **“Third-parties” (“third-party”)** refers to external third-parties such as:
  - a. service providers acting as processors based in Australia and the United Kingdom (UK) who provide; IT and system administration services, and marketing and design services. For example, Qualtrics.com;
  - b. professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in Australia and the United Kingdom who provide consultancy, banking, legal, insurance and accounting services;
  - c. Australian Tax Office, regulators and other authorities acting as processors or joint controllers based in Australia who require reporting of processing activities in certain circumstances.
- 1.58. **“User” (“Users”)** refers to any person accessing, circulating or sharing any GLWS Product, Service, Materials or GLWS Intellectual Property digitally or in print format for any personal, professional or commercial individual, team, cohort or organisational development, educational, training or communication (internal or external) purposes. ‘User’ includes (but is not limited to) purchasers of any GLWS Products, Program Managers and Accredited Practitioners.
- 1.59. **“Website(s) Terms of Use”** refers to the conditions governing access to and use of the GLWS Website(s), which are owned by EEK & SENSE (EEK & SENSE Pty Led, EEK & SENSE Partners or we, us or our), and any other website(s) that may replace those websites from time to time, as well as any other application distribution platform (including mobile applications) through which EEK & SENSE provides GLWS Products or Services.

## 2. OUR COMMON TERMS AND CONDITIONS FOR GLWS PRODUCTS & SERVICES

### 2.1. Application of these terms.

- a. Our Common Terms and Conditions apply to all GLWS Products & Services.
- b. These Common Terms form one component of EEK & SENSE's complete set of Terms and Conditions and, where relevant, these terms should be adhered to in addition to those specified in our Website Terms of Use, Terms and Conditions for GLWS Respondents, Terms and Conditions for Survey Respondents, Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners, Terms and Conditions for GLWS Assessment & Reporting System and GLWS Framework Only and our Privacy Policy. No set of Terms and Conditions within the complete set replaces the other, and in case of doubt, Users are responsible for seeking clarification from [support@glws wellbeing.com](mailto:support@glws wellbeing.com).
- c. EEK & SENSE aims to communicate fairly and proactively about all of our Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend them at any time.

### 2.2. Ownership and Intellectual Property.

- a. All Intellectual Property Rights in the GLWS Products and Services are owned and retained by EEK & SENSE Pty Ltd, EEK & SENSE Partners or its licensors (as applicable). Nothing in these Common Terms and Conditions of Use transfers ownership of any Intellectual Property Rights in any GLWS Products & Services to any purchasers or Users of the GLWS Products & Services, including (but not limited to) Respondents, Participants, Accredited Practitioners and Program Managers.
- b. No User may register any words, logos or branding in their own business names, trade names, domain names, trademarks or promotional materials that resemble or are likely to be mistaken for any of the business names, domain names, trademarks or other form 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 & Services.
- c. A User wishing to use any GLWS Intellectual Property for any commercial or non-commercial purpose, including but not limited to general promotion, marketing, sales, communication, awareness building, education, business development, provision of advice or service delivery, may only do so when the following circumstances apply:
  - i. Where the GLWS Intellectual Property is included within the GLWS Assessment & Reporting System, its use occurs under a valid GLWS Product Subscription Plan that pertains to the specific GLWS Intellectual Property materials the User wishes to use, and the User complies with Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only, and/or;
  - ii. Where the GLWS Intellectual Property that the User wishes to use is neither included within the GLWS Assessment & Reporting System nor otherwise

- available for purchase or subscription from EEK & SENSE, the User must obtain explicit prior written approval from EEK & SENSE, at our full discretion, and if obtained, the User must comply with all EEK & SENSE directions and guidelines relating to the use of such Intellectual Property, and/or;
- iii. From time to time and under exceptional circumstances (for example, fundraising or charitable causes) and at the full discretion of EEK & SENSE, the User may be permitted to use specific GLWS Intellectual Property without payment or with reduced payment providing explicit prior written approval from EEK & SENSE is obtained, and the User complies with all EEK & SENSE directions and guidelines relating to the use of such Intellectual Property.
  - d. A User must not remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks on or in the GLWS Products.
  - e. Except as outlined in 2.2 f., g., and h. below, copying, modifying, translating, or in any way replicating, in whole or in part, any GLWS Intellectual Property or GLWS Products (including but not limited to GLWS Surveys, GLWS Reports, GLWS Accreditation Program, GLWS Framework and GLWS Survey Respondent personal information or data) is an infringement of ethical guidelines and international copyright law.
  - f. In specific circumstances (such as the purchase of certain GLWS Product Subscription from the GLWS Assessment & Reporting System), EEK & SENSE may allow up to 20% of specific and selected Intellectual Property to be edited and customised to reflect the specific needs of the User's organisation or clients. Such usage is subject to these Common Terms and Conditions and, as relevant, to the Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only' (see Section 5.14). Where editing or customisation of selected GLWS Intellectual Property or GLWS Products is allowable within the terms of the User's specific GLWS Product Subscription Plan and that Plan is valid and current, and/or for any other GLWS Intellectual Property a User has obtained explicit prior written agreement from EEK & SENSE to edit or customise, Users must observe the following mandatory conditions:
    - i. Maintain all GLWS branding (logos, fonts, colours, format, template etc.)
    - ii. Ensure every use and reference to any material, content, or resources created by EEK & SENSE in any format (verbally, in print or digital format is explicitly acknowledged by crediting this resource when it is used in print or digital formats as "Copyright EEK & SENSE" and when it is used verbally (e.g. in presentations or business discussions) as "Credited to EEK & SENSE, the developers and owners of GLWS").
  - g. In specific circumstances where co-branding of GLWS Intellectual Property may be allowable within the terms of a User's GLWS Product Subscription and that Subscription is valid and current, or under other circumstances where a User has obtained explicit prior written agreement from EEK & SENSE to cobrand any of our materials, then a User may add their own logo to that Material, subject to complying with clause 2.d., e. and f. above.

- h. Use of the GLWS Framework is strictly subject to additional specific governance outlined in Section 5.11 of Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only.
- i. It is the User's responsibility to check with EEK & SENSE if they are unsure of what content editing or customisation is permissible, and they should seek clarification from [support@glwswellebing.com](mailto:support@glwswellebing.com).
- j. The User must ensure all reasonable necessary steps are taken to ensure that no GLWS Intellectual Property, GLWS Products, or GLWS Respondent data will be copied, modified, translated, reproduced, or used in a way that may infringe EEK & SENSE's copyright or Intellectual Property Rights.
- k. The User must report to EEK & SENSE any infringements they become aware of.
- l. Only at the point of de-identification of individual Respondent data that is held on the GLWS online survey hosting platform (i.e. when it ceases to be Personal Data) do all rights, including ownership and Intellectual Property Rights in relation to that Personal Data transfer to and rest with EEK & SENSE.
  - i. Until the point when de-identification occurs, the ownership of all Personal Data entered by a Respondent into the GLWS Survey rests with the Respondent for as long as this data is identifiable to them.
  - ii. 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).
  - iii. Individual Respondent data is used by EEK & SENSE (for the purposes given in the Privacy Policy) with the consent of the Respondent.

**2.3. Charges for Products and Services.**

- a. GLWS Product and Services purchases will be via the GLWS Website, and payment or a request for invoicing will be made at the time of purchase. Payment by invoice is available for selected products only, and EEK & SENSE reserve the right to remove this option at any time for any products.
- b. Selecting the invoicing option at Checkout obligates you to the same Terms and Conditions as if you had paid at the time of checkout.
- c. Where payments are invoiced, our terms are 28 days from the date of the invoice. Interest is charged at 10% per annum on accounts outstanding beyond 28 days of the invoice date. Where accounts are overdue without prior arrangement, a \$100 monthly 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. The price indicated on the GLWS Website purchase page is the sum that will be owed to EEK & SENSE upon processing that order.
- e. We aim to always communicate fairly and proactively about pricing and our Terms and Conditions, including as much advance notice as possible regarding changes. However, we reserve the legal right to amend our prices and terms at any time.
- f. Payment for GLWS Surveys and Reports must be completed before Survey links are generated.
- g. Upon submitting a request for a GLWS Survey administration link to be generated, EEK & SENSE will consider that Survey link and its accompanying GLWS Personal Report to be used, irrespective of the survey completion or

report status. No refunds, credits or transfers will be given for uncompleted or partially completed Surveys or for Reports that are not generated.

- h. Some GLWS Products have additional costs associated with their purchase and these are outlined in the respective Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only which apply in addition to these Common Terms and Conditions.
- i. Consulting, advisory, coaching, speaking, contracting and associate services provided by EEK & SENSE may be subject to separately negotiated Terms and Conditions agreed between the parties at the time of entering into a contract. Where that is not the case, these Common Terms and Conditions will be deemed to apply.

**2.4. Goods and Services Tax (GST).**

- a. All amounts listed in prices payable and sums owing by the Purchaser under these Terms and Conditions do not include any amounts relevant to GST.
- b. In addition to all other amounts payable to EEK & SENSE and only where applicable, the purchaser from any country must pay any amount (GST Amount) which is legally 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 purchaser 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.

**2.5. 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 Websites, or any information or data entered into the GLWS Products by the 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 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 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 User suffers arising from, or caused or contributed by, the 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 Practitioner 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 Practitioner 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 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.
- 2.6. **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 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.
- 2.7. **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 Practitioner (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.
- 2.8. **Surviving Terms.** All Sections within these Terms & Conditions survive the suspension or revocation of the Accredited Practitioner's accreditation and termination of these Terms and Conditions and any Services being provided to the Accredited Practitioner by EEK & SENSE.
- 2.9. **Relationship.** 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 User, Participant or Respondent. Neither the Participant, Respondent nor User (as applicable) has the authority to bind EEK & SENSE or its related entities in any way.
- 2.10. **Severance.** If any part of these Terms and Conditions is deemed unlawful, void, or unenforceable for any reason, 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.
- 2.11. **Entire Agreement.**
  - a. These Common Terms and Conditions for all GLWS Products and Services and any other document referred to herein, together with any other relevant EEK & SENSE or GLWS Terms and Conditions, form 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.
  - b. These Common Terms and Conditions for all GLWS Products and Services override any other EEK & SENSE or GLWS Terms and Conditions to the extent of any inconsistency. The Respondent, Participant or 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.

- 2.12. **Governing Law.** 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
- 2.13. **Your duty to inform us of changes.** The personal contact data we hold about you must be accurate and current. Please inform us of any changes to your personal contact data during your relationship with us.
- 2.14. **Assignment.** You must not transfer, assign, charge or otherwise dispose of your rights and obligations under these Terms. Any purported assignments are void.



## 3. OUR PRIVACY POLICY

### 3.1. Application of this Policy.

- a. EEK & SENSE (the developers and owners of GLWS) respects your privacy and is committed to protecting your personal data. This Privacy Policy will inform you as to how we look after your Personal Data when you visit any GLWS Website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.
- b. This Privacy Policy applies in addition to our Website Terms of Use, Terms and Conditions for GLWS Respondents, Common Terms and Conditions for all GLWS Products & Services, Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners and our Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only use. No set of Terms and Conditions replaces the other, and in case of doubt, Users are responsible for seeking clarification from [support@glwswellbeing.com](mailto:support@glwswellbeing.com).
- c. EEK & SENSE aims to communicate fairly and proactively about all of our Policies, Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend them at any time.

### 3.2. Purpose of our Privacy Policy.

- a. Our Privacy Policy aims to give you information on how EEK & Sense PTY LTD collects and processes your personal data through your use of any GLWS Websites (including but not limited to [www.glwswellbeing.com](http://www.glwswellbeing.com), <https://courses.glwswellbeing.com/>, <https://myglws.glwswellbeing.com/>) and, the Global Leadership Wellbeing Surveys (GLWS), including any data you may provide when you complete the GLWS and/or sign up to receive updates, communications, training or resources from us through these websites.
- b. It is important that you read this Privacy Policy together with any other Privacy Policy or fair processing policy we may provide on specific occasions when we collect or process personal data about you so that you are fully aware of how and why we are using your data.
- c. This Privacy Policy supplements other notices and is not intended to override them.

### 3.3. Who is this Privacy Policy aimed at?

- a. This Privacy Policy is designed to address:
  - i. Visitors to the GLWS Website(s) (Our Website/s);
  - ii. Individuals who submit enquiries to us or register an account with us to receive information and updates from us or register to attend an event that we are hosting or otherwise organising;
  - iii. Respondents who complete any GLWS survey;
  - iv. GLWS Accredited Practitioners;
  - v. Anyone who has been provided with access to any restricted sections of GLWS Websites.
- b. Neither the GLWS Website nor the GLWS survey are intended for children, and we do not knowingly collect data relating to children.

**3.4. Controller.**

- a. E.E.K. & SENSE PTY LTD is the legal name of the controller responsible for your personal data (collectively referred to as "EEK & SENSE", "we", "us" or "our" in this privacy policy).
- b. We have appointed a Data Privacy Manager who is responsible for overseeing questions in relation to this Privacy Policy.
- c. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights (which we set out in detail for your reference below), please contact our Data Privacy Manager using the details set out below.
- d. **Contact details.**
  - i. Please contact our Data Privacy Manager by post or email to :
    - Full name of legal entity: E.E.K. & SENSE PTY LTD
    - Email address: [support@glswellbeing.com](mailto:support@glswellbeing.com)
    - Postal address: PO BOX 3399, Tuggerah NSW 2259, Australia

**3.5. Right to Complaint.**

- a. As an Australian resident, you have the right to make a complaint to the Australian Privacy Commissioner's Office in accordance with the Australian Privacy Act 1988.
- b. As a resident of a European Union (EU) member state, you have the right to make a complaint at any time to the Supervisory Authority, in particular in the EU member state of your habitual residence, place of work or place where the subject matter of the complaint occurred.
- c. As a resident of the United Kingdom (UK), you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)).
- d. For guidance in locations other than the EU, UK, and Australia, please contact your local Privacy regulatory body.
- e. We would appreciate the chance to address your concerns before you approach your regulatory body, so please contact us in the first instance.

**3.6. Changes to the Privacy Policy and your duty to inform us of changes.**

- a. We keep our Privacy Policy under regular review. This version was last updated on 05 August 2024.
- b. It is important that the Personal Data we hold about you is accurate and current.
- c. Please inform us of any changes to your Personal Data during your relationship with us.

**3.7. Third-party links.**

- a. Our Websites may include links to third-party websites. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and we are not responsible for their privacy statements. It is your responsibility to read and understand the Privacy Policy of every website you choose to visit.

**3.8. The data we collect about you.**

- a. Personal Data or Personal Information is any information about an individual from which that person can be identified. It does not include data from which the identity has been removed (anonymous data).
- b. We may collect, use, store and transfer different kinds of Personal Data about you, which we have grouped together as follows:

- i. **Identity Data** includes details like your first name, last name, username or similar identifier, age, and gender.
  - ii. **Contact Data** includes details like your postal address, email address and phone numbers. If you make any payments to us, this includes your billing address.
  - iii. **Financial Data** includes details like your bank account and payment card details if you make any payments to us.
  - iv. **Transaction Data includes details about those payments and any other transactions** you have with us if you make any payments to us.
  - v. **Response Data.** When you complete the GLWS or any other survey administered by EEK & SENSE, this includes the details given in your responses and may include special categories of personal data such as data concerning your health.
  - vi. **Course progression and Completion Data.** When you have enrolled in an EEK & SENSE program, course or workshop, this includes details of responses given in your assignments and may include special categories of Personal Data concerning your health or wellbeing.
  - vii. **Technical Data.** When you use Our Website(s) for any reason, including to access the GLWS Survey, Reports or Materials, this includes us collecting data such as your internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
  - viii. **Profile Data.** When you register an account with us, this includes data like your username and password, your interests, preferences, feedback and survey responses.
  - ix. **Website Usage Data.** This includes information about how you use Our Website (i.e. clickthrough rates and time spent on different parts of Our Website) and the GLWS.
  - x. **Marketing and Communications Data.** This includes your preferences in receiving marketing from us and our third parties and your communication preferences.
  - xi. **GLWS Products Usage Data.** This includes information about the Products & Services you have purchased from us, the volume, when, how they are used.
- c. **Aggregated Data.**
- i. We also collect, use and share Aggregated Data such as statistical or demographic data and may use this for any purpose, most usually for psychological and wellbeing research purposes and for reporting on a group's insights to a team, program cohort or organisaitonal wellbeing profile. Aggregated Data could be derived from your Personal Data but is not considered Personal Data in law as **this data will not directly or indirectly reveal your identity.**
  - ii. For example, we may aggregate your Usage Data to evaluate the use of the GLWS or Our Website overall. We may also aggregate your Response Data to carry out research, (for example exploring the factors that are most impacting wellbeing at work and outside of work, and how these factors differ by gender, age, income or job level). However, if we were ever to combine or connect Aggregated Data with your personal data so that it can

directly or indirectly identify you, we will treat the combined data as Personal Data which will be used in accordance with this Privacy Policy.

- d. **Special Categories of Personal Data.**
- i. If you choose to complete the GLWS, your Response Data will contain information about your health and wellbeing, which are considered special categories of personal data.
  - ii. We may collect other special categories of personal data about you to the extent that you choose to share that information. These categories can include information revealing aspects of your identity related to your cultural background, location, education and qualifications, health, age, relationship and family status, health, income, role, biometric or genetic data.
- 3.9. **Criminal Convictions and Offences.** We do not collect any information about criminal convictions and offences.
- 3.10. **What happens if you do not provide Personal Data?** Where we need to collect Personal Data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us, but we will notify you if this is the case at the time.
- 3.11. **How is your Personal Data collected?** We use different methods to collect data from and about you, including through:
- a. Direct interactions where you may give us your Identity, Contact and Financial Data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
    - i. Complete the GLWS as a Survey Respondent;
    - ii. Make enquiries to us about becoming a GLWS Accredited Practitioner or about Using the GLWS in your organisation;
    - iii. Create an account or a profile on any of Our Websites;
    - iv. Submit an enquiry to us or download a report or publication from any of Our Websites;
    - v. Subscribe to receive updates from us or our publications;
    - vi. Request marketing to be sent to you;
    - vii. Complete evaluations of the GLWS;
    - viii. Give us feedback or contact us.
  - b. **Automated technologies or interactions.** As you interact with Our Website(s), we will automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies. Please refer to paragraph 3.16 for our policy on cookies.
  - c. **Third parties or publicly available sources.** We will receive Personal Data about you from various third parties as set out below:
    - i. Technical Data from analytics providers and search information providers such as Google.
    - ii. Contact, Financial and Transaction Data from providers of technical, payment and delivery services such as Stripe (a global business that may process and store personal data in any country where they operate).

- iii. Identity and Contact Data from a GLWS Accredited Practitioner (based anywhere globally) who will provide us with this data to arrange for you to receive a link to your GLWS so that you can complete the survey.

**3.12. How we use your Personal Data.**

- a. We will only use your Personal Data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:
  - i. Where you are completing the GLWS Survey, and we need to perform “Our Terms and Conditions for GLWS Survey Respondents” contract we are about to enter into or have entered into with you.
  - ii. Where you are (or are enquiring about becoming) one of our GLWS Accredited Practitioners, and we need to perform “Our Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners” contract we are about to enter into or have entered into with you.
  - iii. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights, do not override those interests.
  - iv. Where we need to comply with a legal obligation.
  - v. Where you have given valid consent and/or valid explicit consent to our processing of your personal data.
- b. **Special categories of Personal Data.** We will only use your special categories of personal data when the law allows us to do so. Most commonly, we will use your special category personal data where you have given us your valid and explicit consent to use it for a particular purpose. This purpose will most likely be our GLWS Response Data analysis if you have completed the GLWS.

**3.13. Marketing.** We will obtain your consent before sending direct marketing communications via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.

**3.14. Purposes for which we will use your Personal Data:**

- a. Table 3.14 below describes all the ways we plan to use your Personal Data and which legal bases we rely on to do so. We have also identified our legitimate interests where appropriate. Depending on the specific purpose for which we are using your data, we may process your Personal Data for more than one lawful ground.

**Table 3.14 Purposes for which we will use your Personal Data.**

Purpose/Activity	Type of Personal Data	Lawful basis for processing, including basis of legitimate interest
To log and respond to any enquiry made to us, including regarding interest in attending an event hosted by or otherwise operated by us.	(a) Identity (b) Contact (c) Marketing and Communications	Performance of a contract or preparation for entering into a contract with you.  Necessary for our legitimate interests (to carry out our business function).
To register you as a Respondent to the GLWS	(a) Identity	Performance of a contract (Our Terms and Conditions for GLWS

<b>Purpose/Activity</b>	<b>Type of Personal Data</b>	<b>Lawful basis for processing, including basis of legitimate interest</b>
Survey and/or as a GLWS Accredited Practitioner.	(b) Contact	Survey Respondents and Our Terms and Conditions for GLWS Accreditation and GLWS Accredited Practitioners) with you.
To process and analyse your responses to the GLWS and deliver your results.	(a) Identity (b) Contact (c) Responses (d) Marketing and Communications	(a) Performance of a contract with you.  (b) Necessary for our legitimate interests (to carry out our business function) or consent to our processing.  (c) Explicit consent to our processing of your special categories of Personal Data for the purposes of processing and analysing your responses to the GLWS and delivering your results.
To provide you as a GLWS Accredited Practitioner, with the GLWS reports completed by your Respondents.	(a) Identity (b) Contact	Performance of a contract as outlined in Our Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners) with you.
To register and enrol you as a participant in any information, webinar or educational program we provide.	(a) Identify (b) Contact (c) Responses	(a) Performance of a contract with you.  (b) Necessary for our legitimate interests (to carry out our business function, to provide feedback on your responses for educational programs).
To conduct evaluations of the GLWS Survey and/or debrief process.	(a) Identity (b) Contact (c) Responses	(a) Necessary for our legitimate interests (to provide feedback to enable continuous improvement and for marketing purposes).
To manage our relationship with you which will include:  (a) Notifying you about changes to our terms or Privacy Policy.	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (Our Terms and Conditions for GLWS Survey Respondents and Our Terms and Conditions for GLWS Accreditation and GLWS Accredited Practitioners).

<b>Purpose/Activity</b>	<b>Type of Personal Data</b>	<b>Lawful basis for processing, including basis of legitimate interest</b>
(b) Asking you to leave a review or take a survey.		(b) Necessary to comply with a legal obligation.  (c) Necessary for our legitimate interests (to keep our records updated and to understand how customers use our products/services).
To administer and protect our business and Our Website(s) (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise).  (b) Necessary to comply with a legal obligation.
To deliver relevant website content to you and measure or understand the effectiveness of what we provide to you.	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how Our Websites and the GLWS is accessed and used, to develop and grow our business and to inform our marketing strategy).
To use data analytics to improve Our Websites, the GLWS, marketing, client and coach and consultant relationships and experiences.	(a) Technical (b) Usage	Necessary for our legitimate interests (to define appropriate types of respondents for the GLWS and appropriate coaches, to keep Our Websites updated and relevant, to develop our business and to inform our marketing strategy).
To make suggestions and recommendations to you about resources, materials, training, conferences, events, etc. that may be of interest to you.	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	Necessary for our legitimate interests (to develop our products/services and sustain our business).

Purpose/Activity	Type of Personal Data	Lawful basis for processing, including basis of legitimate interest
	(f) Marketing and Communications	
To send regular emails sharing articles we have written on topics related to well-being and leadership.	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our products/services and sustain our business).

**3.15. Marketing.**

- a. We will obtain your consent before sending direct marketing communications via email or text message. You have the right to withdraw consent to marketing at any time by contacting us.
- b. We strive to provide you with choices regarding certain Personal Data uses, particularly around marketing and advertising.
- c. We may use your Identity, Contact, Technical, Usage, and Profile Data to form a view on what we think you may want or need or what may be of interest to you. This is how we decide what information, products, services, and offers may be relevant to you (otherwise known as marketing).
- d. You will receive marketing communications from us if you have requested information, updated material from us, registered to attend or attended an event hosted by or otherwise operated by us, or become a GLWS Accredited Practitioner and you have not opted out of receiving that marketing. You will also receive marketing communications from us if you have completed the GLWS Survey and you have asked us to send you such communications.
- e. We will not share your Personal Data with any third party for marketing purposes.
- f. You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by contacting us at any time.

**3.16. Cookies.**

- a. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of Our Websites may become inaccessible or not function properly.
- b. We use the following cookies:
  - i. **Strictly necessary cookies.** These are cookies that are required for the operation of a website. They include, for example, cookies that enable users to log into secure areas of a website or make use of e-billing services.



- ii. **Analytical/performance cookies.** These types of cookies allow providers to recognise and count the number of visitors and see how visitors move around their website when using it. This assists providers in improving how their website works, for example, by ensuring that users find what they are looking for easily.
- iii. **Functionality cookies.** These are used to recognise users when they return to a website. They enable the personalisation of content, the recognition of users and the remembering of user preferences (for example, their choice of language or region).
- iv. **Targeting cookies.** These cookies record a user's visit to a website, the individual pages visited, and the links followed. If the cookie is set by a third party (for example, an advertising network) that also monitors traffic on other websites, this type of cookie may also be used to track a user's movements across different websites and to create profiles of their general online behaviour. Information collected by tracking cookies is commonly used to serve users with targeted online advertising.
- v. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.
- vi. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

**3.17. Change of purpose.**

- a. We will only use your Personal Data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us on [support@glwswellebing.com](mailto:support@glwswellebing.com).
- b. If we need to use your Personal Data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.
- c. We may process your Personal Data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

**3.18. Disclosures of your Personal Data.**

- a. We may share your Personal Data with the parties set out below for the purposes set out in the table titled, 'Purposes for which we will use your personal data' above.
  - i. External Third-parties as set out at 1.57;
  - ii. Qualtrics LLC and Formation Systems Pty Ltd – our primary data processors;
  - iii. Active Campaign – our client data management and mailing system services provider;
  - iv. Third-parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this Privacy Policy.

- v. We require all third-parties to respect the security of your Personal Data and to treat it in accordance with the law. We do not allow our third-party service providers to use your Personal Data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

**3.19. International transfers.**

- a. **Location.** We are located in Australia, but we operate globally, with GLWS Accredited Practitioners and Respondents to the GLWS being based in Australia and other countries around the world, including the UK and member states within the European Economic Area (EEA). When those of you who are based within the UK or EEA share your Personal Data with us in any of the ways detailed above this will amount to a transfer outside of the UK and EEA. We then share your Personal Data with our External Third Parties, Qualtrics LLC or Formation Systems Pty Ltd and Active Campaign.
- b. **Respondent survey response data** is processed and stored through Qualtrics in the UK and/or Australia, depending on the Respondent's locality.
- c. **Respondent Personal Reports** are processed in and distributed from Australia.
- d. **Protection.**
  - i. Whenever we transfer your Personal Data outside the UK or EEA, we ensure a similar degree of protection is afforded to it by the implementation of appropriate safeguards by ourselves as Data Controllers and our Data Processors. These safeguards are summarised in our respective Privacy Policies and Data Security undertakings which jointly represent a code of conduct.
  - ii. Additionally, we will transfer Personal Data when this is necessary for the conclusion or performance of a contract concluded in your interests between us and a GLWS Accredited Practitioner, namely the provision of a Personal Wellbeing Report to enable wellbeing coaching to be undertaken.

**3.20. Data security.** We have put in place appropriate security measures to prevent your Personal Data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your Personal Data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your Personal Data on our instructions, and they are subject to a duty of confidentiality.

**3.21. Data breach.** We have put in place procedures to deal with any suspected Personal Data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

**3.22. Data retention.**

- a. We will only retain your Personal Data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal Data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation with respect to our relationship with you.
- b. To determine the appropriate retention period for Personal Data, we consider the amount, nature and sensitivity of the Personal Data, the potential risk of harm from unauthorised use or disclosure of your Personal Data, the purposes for which we process your Personal Data and whether we can achieve those

purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

- i. By law, we must keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for between 5 and 7 years after they cease being customers for tax purposes and to meet our legal obligations to the Australian Securities and Investments Commission.
- ii. In some circumstances you can ask us to delete your data. Refer to section 3.23c. below for further information.
- iii. In some circumstances we will anonymise your Personal Data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

**3.23. Under certain circumstances, you have rights under data protection laws in relation to your Personal Data.**

- a. **Request access to your Personal Data (commonly known as a "data subject access request").** This enables you to receive a copy of the Personal Data we hold about you and to check that we are lawfully processing it.
- b. **Request correction of the Personal Data that we hold about you.** This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- c. **Request erasure of your Personal Data.** This enables you to ask us to delete or remove Personal Data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your Personal Data where you have successfully exercised your right to object to processing (see 3.23d), where we may have processed your information unlawfully or where we are required to erase your Personal Data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- d. **Object to processing of your Personal Data** where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation that makes you want to object to processing on this ground as you feel it impacts your fundamental rights and freedoms. You also have the right to object where we are processing your Personal Data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- e. **Request restriction of processing of your Personal Data.** This enables you to ask us to suspend the processing of your Personal Data in the following scenarios:
  - i. If you want us to establish the data's accuracy.
  - ii. Where our use of the data is unlawful but you do not want us to erase it.
  - iii. Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
  - iv. You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- f. **Request the transfer of your Personal Data to you or to a third party.** We will provide to you, or a third party you have chosen, your Personal Data in a

structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

- g. **Withdraw consent at any time where we are relying on consent to process your Personal Data.** However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.
  - h. If you wish to exercise any of the rights set out above, please contact us using the details at 3.4d(i) above.
- 3.24. **No fee usually required.** You will not have to pay a fee to access your Personal Data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.
- 3.25. **What we may need from you.** We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Data (or to exercise any of your other rights). This is a security measure to ensure that Personal Data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 3.26. **Time limit to respond.** We try to respond to all legitimate requests within one month. Occasionally, it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 4. OUR WEBSITES TERMS OF USE

### 4.1. Application of these terms.

- a. Our Websites Terms of Use govern access to and use of the GLWS Websites, which are owned by EEK & SENSE Pty Ltd (EEK & SENSE, EEK & SENSE Partners or we, us or our): [www.glswellbeing.com](http://www.glswellbeing.com); <https://myglws.glswellbeing.com/>; [www.myglws.com/](http://www.myglws.com/); <https://courses.glswellbeing.com/> and any other websites which may replace those websites from time-to-time, and; any other application distribution platform (including mobile applications) through which EEK & SENSE provides GLWS Products or Services from time to time.
- b. These terms apply in addition to Our Privacy Policy, Terms and Conditions for GLWS Survey Respondents, Common Terms and Conditions for all GLWS Products & Services, Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners Terms and our Terms and Conditions for GLWS Assessment & Reporting System and GLWS Framework Only use. No set of Terms and Conditions replaces the other, and in case of doubt, Users are responsible for seeking clarification from [support@glswellbeing.com](mailto:support@glswellbeing.com).
- c. EEK & SENSE aims to communicate fairly and proactively about all of our Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend them at any time.

### 4.2. General Responsibilities.

- a. By accessing GLWS Websites you acknowledge and accept these Terms of Use and other policies and Terms that may be relevant to your interactions with us, namely Our Privacy Policy; Terms and Conditions for GLWS Assessment & Reporting System & GLWS Framework Only, Terms and Conditions for GLWS Survey Respondents; and Our Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners.
- b. EEK & SENSE may change these Terms of Use or any other content on GLWS Websites at any time. Although we make reasonable efforts to update the information on Our Websites, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.
- c. We do not guarantee that Our Websites or any content on them will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of Our Websites for business and operational reasons. If possible, we will give reasonable notice of any suspension or withdrawal.
- d. You are responsible for ensuring that all persons who access Our Websites through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.
- e. We will only use your Personal Information as set out in our Privacy Policy.
- f. Use of the GLWS Websites is subject to all applicable laws and regulations. We will vigorously protect our legal rights and interests.

- 4.3. **Not Advice.** The content on Our Websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain

professional or specialist advice before taking or refraining from any action on the basis of the content on Our Websites.

**4.4. Disclaimer.**

- a. EEK & SENSE are not responsible to you or anyone else for any loss suffered in connection with the use of Our Websites or any of their content. EEK & SENSE exclude, to the maximum extent permitted by law, any liability that may arise as a result of the use of the GLWS Websites, their content or the information on them, including links to other websites.
- b. Different limitations and exclusions of liability will apply to liability arising as a result of our entering into other agreements with you, such as GLWS Accredited Practitioners or Survey Respondents. Please always refer to the relevant agreement which governs our relationship and if you are unsure, please seek written clarification from [support@glswellbeing.com](mailto:support@glswellbeing.com).
- c. Where liability cannot be excluded, any liability incurred by us in relation to the use of the GLWS Websites or their content is limited to the extent provided for by the Australian Consumer Law. To the extent permitted by law, EEK & SENSE will not be liable for loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any consequential, incidental, indirect or special loss or damage.
- d. Where Our Websites contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as us approving of those linked websites or the information you may obtain from them.

**4.5. Intellectual Property.**

- a. The clauses below are in addition to 2.2 Ownership and Intellectual Property under Our Common Terms and Conditions for all GLWS Products & Services, and Our Terms and Conditions for GLWS Assessment & Reporting System and GLWS Framework Only use.
- b. EEK & SENSE own or are entitled under licence to all rights, titles and interests (including present and future copyright) in the GLWS Websites. All material, including domain names, company and business names, text, graphics, images, photographs, designs, illustrations, diagrams, logos, buttons, icons, software, and all products and services described on Our Websites, are owned exclusively by EEK & SENSE, or others who have licensed their material to EEK & SENSE (unless expressly indicated otherwise).
- c. The GLWS logo is a registered trademark and may only be reproduced with the written consent of EEK & SENSE. A number of logos appearing on the GLWS Websites are registered trademarks owned by third parties and have been reproduced on these websites with the agreement of those third parties.
- d. EEK & SENSE reserve the right to all other Intellectual Property inherent in other information, products, processes or technologies that form part of Our Websites and are not explicitly licensed.
- e. Users of the GLWS Websites are granted a non-exclusive, non-assignable and non-transferable licence to use Our Websites only in accordance with these EEK & SENSE Website Terms of Use. Nothing in these Terms of Use for Our Websites will give users ownership of the content. Users may not sell, modify,

copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the content except as:

- i. expressly authorised either in Our Websites or these Terms of Use;
  - ii. permitted under the Copyright Act, including for any fair dealing purposes such as private study, research, criticism or review;
  - iii. authorised explicitly in writing by EEK & SENSE;
  - iv. as outlined in Our Common Terms and Conditions for all GLWS Products and Services; or
  - v. as outlined in Our Terms and Conditions for GLWS Assessment & Reporting System and GLWS Framework Only.
- f. Our Websites may allow you to download certain documents related to the GLWS for free (for example, GLWS Sample Reports and others from time to time). If you download these documents, you may print one copy for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or graphics separately from any accompanying text.
- g. Our status (and that of any identified contributors) as the authors of content on Our Websites must always be acknowledged in print or digital format as “EEK & SENSE” and verbally (e.g., in a presentation) as “Credited to EEK & SENSE, the developers and owners of GLWS.”
- h. You must not use any part of the content on Our Websites for commercial purposes without:
- i. having a current GLWS Subscription Plan valid for the content you wish to use; and/or
  - ii. obtaining explicit written permission from us, or our licensors, where the content you want to use is not specified as an inclusion within any GLWS Subscription Plan
  - iii. abiding by the other clauses pertaining to our Intellectual Property within Our Common Terms and Conditions for all GLWS Products & Services and Our Terms and Conditions for GLWS Assessment & Reporting System and GLWS Framework Only.
- i. If you print off, copy or download any part of Our Websites in breach of these terms of use, your right to use Our Websites will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.
- j. If you wish to link to or make any use of content on Our Websites other than that set out above, please seek explicit prior permission in writing from [support@glswellbeing.com](mailto:support@glswellbeing.com)
- 4.6. **Your Subscription Access to GLWS Products through the MyGLWS Website.**
- a. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
  - b. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

- c. If you know or suspect that anyone other than you has obtained your user identification code or password, you must promptly notify us at [support@glwswellbeing.com](mailto:support@glwswellbeing.com).
- d. If you are provided with GLWS Products through the MyGLWS Website, you must comply with Our Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only.

**4.7. Linking to the GLWS Website.**

- a. We require that the following rules are adhered to when establishing an external link from another website to the GLWS Websites:
  - i. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
  - ii. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
  - iii. You must not establish a link to Our Websites in any website that is not owned by you.
  - iv. Our Websites must not be framed on any other website.
  - v. We retain the right to disapprove and seek the removal of any link to Our Websites at our sole discretion. If a link is not immediately removed upon request, we reserve the right to disable it.
  - vi. The Website to which you are linking Our Website must comply in all respects with the content standards set out below.
    - Content must:
      - Be accurate (where it states facts).
      - Be genuinely held (where it states opinions).
      - Comply with the law applicable in Australia or any country from which it is posted.
    - Content must not:
      - Be defamatory of any person.
      - Be obscene, offensive, hateful or inflammatory.
      - Promote sexually explicit material.
      - Promote violence.
      - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
      - Infringe any copyright, database right or trademark of any other person.
      - Be likely to deceive any person.
      - Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
      - Promote any illegal activity.
      - Be in contempt of court.
      - Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
      - Be likely to harass, upset, embarrass, alarm, or annoy others.
      - Impersonate any person or misrepresent your identity or affiliation with any person.
      - Give the impression that the content emanates from us if this is not the case.



- Advocate, promote, or incite any party to commit or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other websites.

**4.8. Use of the GLWS Online Store.**

- a. We use reasonable endeavours to ensure the accuracy of the information on the GLWS Online Store. However, we assume no responsibility for any errors or omissions in the information available on the GLWS Online Store.
- b. We do not guarantee continuous, uninterrupted, or secure access to the GLWS Online Store or that its operation will be uninterrupted or error-free.
- c. Any order you submit via our GLWS Online Store is subject to our acceptance of your order and the availability of items. Until you complete a purchase, any product (s) in your cart are not reserved and may be purchased by other customers.
- d. Unless an alternative payment method is offered (such as invoicing), you must pay for a product at the time you place your order and EEK & SENSE will deduct all amounts owing at the time of processing your order. Where an alternative payment method is offered, you must indicate this preference at Checkout.
- e. Payment can be made with valid credit cards (Visa, Mastercard). EEK & SENSE will deduct all amounts owing at the time of processing your order. If we are unable to deduct from your credit card the total amount owing to us in one transaction, we may process any number of transactions on your credit card until the total amount owed to us is paid.
- f. The description of goods, services and prices may be subject to change or correction at any time. Although we seek to ensure information is correct, we make no representation or warranty as to information being accurate or complete. If we discover an error (e.g. goods or services are displayed for the wrong price), we will try to notify you as soon as possible and allow you to cancel your order and obtain a refund if desired. You may be required to provide your credit card details to us for the purpose of issuing a credit to your credit card account in the amount of any cancelled order.
- g. By submitting an order via Our Website you warrant that:
  - i. you are capable of entering into a legally binding contract with EEK & SENSE;
  - ii. you are authorised and able to make payment via the method you have chosen;
  - iii. the payment information you have provided is correct, and;
  - iv. your purchase is not made for the purpose of commercial resale.

**4.9. Refund/Cancellation Policy.**

- a. Should you receive the incorrect product, please contact EEK & SENSE within 7 days of receipt and we will arrange, as appropriate and depending on availability, the correct product to be provided, or a credit or refund.

- b. To claim a refund, exchange, credit or for further information please email [support@glswellbeing.com](mailto:support@glswellbeing.com).
- c. Cancellations relating to GLWS Accreditation are subject to the terms set out in the Terms of Use for GLWS Accredited Practitioners.

**4.10. Prohibitions.** Users of Our Websites must not:

- i. Use Our Websites in any way contrary to law or regulation or these Terms of Use, in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- ii. Undertake data harvesting of personal information from Our Websites.
- iii. Use information obtained from Our Websites about a person, corporation or other entity to send unsolicited communications to that person, corporation or other entity.
- iv. Access without authority, interfere with, damage or disrupt:
  - Any part of Our Websites;
  - Any equipment or network on which Our Websites is stored;
  - Any software used in the provision of Our Websites;
  - Any equipment or network or software owned or used by any third party.
- v. Attempt to modify, reverse engineer, or reverse-assemble any part of Our Websites.
- vi. Hack into any part of Our Websites through password mining, phishing, or any other means.
- vii. In any way interfere with access to, or functionality of, Our Websites or any transaction or process undertaken via Our Websites.

**4.11. Website security.**

- a. We do not guarantee that Our Websites will be secure or free from bugs or viruses.
- b. You are responsible for configuring your information technology, computer programs, and platform to access our website. You should use your own virus protection software.
- c. You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs, or other malicious or technologically harmful material.
- d. You must not attempt to gain unauthorised access to Our Websites, the server on which Our Websites are stored, or any server, computer or database connected to Our Websites.
- e. You must not attack Our Websites via a denial-of-service attack or a distributed denial-of-service attack.
- f. By breaching this provision, you would commit a criminal offence under the Cybercrime Act 2001 (Australia) and other similar or equivalent pieces of national legislation worldwide. We will report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our Websites will cease immediately.

**4.12. Breach of these terms.**

- a. Any breach of these terms may be deemed to constitute a material breach and may result in our taking all or any of the following actions:
  - i. Immediate, temporary or permanent withdrawal of your right to use Our Websites.

- ii. Issue of a warning to you.
  - iii. Legal action against you, including proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
  - iv. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- b. We exclude our liability for all actions we may take in response to breaches of these terms. Our actions are not limited to those described above; we may take any other action we reasonably deem appropriate.

## 5. OUR TERMS AND CONDITIONS FOR THE GLWS ASSESSMENT & REPORTING SYSTEM AND GLWS FRAMEWORK ONLY SUBSCRIPTIONS.

### 5.1. Application of these Terms.

- a. These Terms and Conditions apply to any User who purchases, accesses or uses any GLWS Product or Service offered within the GLWS Assessment & Reporting System and GLWS Framework Subscription Plans (which include but are not limited to Starter Packs, Bundles and GLWS Accreditation seats).
- b. All Users must read and acknowledge their acceptance of these Terms and Conditions for the GLWS Assessment & Reporting System and GLWS Framework Only Subscriptions before accessing GLWS Products (e.g. surveys, reports, framework and other inclusions) covered by a Subscription Plan.
- c. These terms apply in addition to Our Common Terms and Conditions for all GLWS Products & Services, Our Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners, Our Website Terms of Use, Our Privacy Policy and Our Terms and Conditions for GLWS Survey Respondents. No set of Terms and Conditions replaces the other, and in case of doubt, Users are responsible for seeking clarification from [support@glws wellbeing.com](mailto:support@glws wellbeing.com)
- d. EEK & SENSE aims to communicate fairly and proactively about pricing and all of our Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend Subscription Plan prices and terms anytime.

### 5.2. Subscription Plans and Prices.

- a. A Subscription Plan refers to any GLWS Product purchase that grants supply and access to GLWS Intellectual Property for a 12-month period of validity. Examples of a Subscription Plan include (but are not limited to) GLWS Assessment & Reporting System Starter Packs, Re-order Bundles, Individual GLWS Framework Subscriptions, and Organisational GLWS Framework Subscriptions.
- b. GLWS Price Lists and EEK & SENSE online store websites show Subscription Plan Prices in Local and Australian currencies.
- c. Invoices/charges are issued in Australian Dollars (AUD) at the exact AUD amounts shown on the Price Lists. Local currency amounts are provided only as an approximate guideline and may vary depending on exchange rates at the time of purchase. Payments must be made in Australian Dollars (AUD).
- d. From time to time, EEK & SENSE may, at its discretion, agree to enter into arrangements permitting invoicing or payments in local currencies only upon request and by prior written agreement.
- e. Where a Subscription Plan includes a 'GLWS Framework' Subscription, then the Purchaser and Users operating under that Subscription Plan must also adhere to the specific terms outlined pertaining to the use of the 'GLWS Framework Only' in Section 5.11 below.

### 5.3. Subscriptions Plan Pricing by Geographical Region / Country.

- a. Prices for GLWS Subscriptions, including those that contain GLWS Surveys and GLWS Reports, vary between regions and countries.

- b. Applicable prices depend on where the Users and survey Respondents (not the Accredited Practitioners) reside.
- c. It is the Purchaser's responsibility to check they are purchasing the Subscription Plan at the prices applicable to the usual working location of the intended GLWS Survey Respondents/Users. It is also the Purchaser's responsibility to request from EEK & SENSE the prices that will apply to the country where Respondents are based.
- d. Pricing is available by emailing [support@glswellbeing.com](mailto:support@glswellbeing.com) with the details of which countries and what volumes of GLWS Surveys/Reports/other inclusions are required.
- e. For application of GLWS Products spanning multiple countries, the choice of two pricing models exists:
  - i. Option 1: Accredited Practitioner(s) must purchase a separate bundle at the relevant local prices for each jurisdiction where Respondents are based or;
  - ii. Option 2: The Accredited Practitioner(s) and EEK & SENSE may agree in writing on an international bundle price.

**5.4. Subscription Plan and Inclusions Validity Period.**

- a. All Subscription Plans and their associated inclusions/add-ons are valid for up to a maximum of 12 months (365 days) from the Purchase Date. This means the 12-month Subscription Plan validity period begins on the Purchase Date.
- b. The Purchase Date is the date that the Purchaser placed the purchase order, paid or received an invoice for payment; whichever is the soonest will apply.
- c. All dates and times refer to Australian Eastern Standard Time (AEST/AEDT).
- d. Expiry of any Subscription Plan means that the right to access and use any of its inclusions will cease at 11:59 pm (AEST) on the 365<sup>th</sup> day from the date of purchase.
- e. Upon expiry, any remaining unused surveys or accreditations covered by that Subscription Plan (pack or bundle) will be automatically forfeited, meaning they will not accrue and no extensions, credits, refunds or transfers will be available on any unused or partially used components of purchased Subscription Plans.
- f. Upon a Subscription Plan expiring, in addition to forfeiting the unused 'consumables' inclusions, the MyGLWS access and usage privileges relevant to that Subscription Plan will be revoked; the organisation is not permitted to continue accessing or using any of the GLWS Intellectual Property formerly covered by the Subscription Plan that has now expired. See the example below for clarity:
  - i. 1 June 2024—An individual Starter Pack is purchased. It includes 1 accreditation seat, 15 GLWS Surveys/Personal Reports, 1 Group/Team Report, 1.5 hours of onboarding/advisory support from a GLWS Principal Consultant, 1 Individual GLWS Framework Subscription, 1 subscription access to the MyGLWS Coaching and MyGLWS Personal Report Interpretation Guides.
  - ii. Access to all inclusions within this Subscription Plan will expire at midnight (12am) AEST on 31 May 2025.
  - iii. By 31 May 2024, 1 accreditation seat, 13 GLWS Surveys/Personal Reports, and 1 hour of Advisory/Onboarding Consulting Support had been consumed,

but 2 x GLWS Surveys/Personal Reports, 1 x Group Report, and 30 minutes of Advisory/Consulting Support remain unused.

- iv. In this scenario, by 1 June 2025 at 0.01 am, the 2 remaining GLWS Surveys/Personal Reports, the 1 Group Report and the 30 minutes of Consulting Support that were not used have now expired and are considered by EEK & SENSE as spent.
- g. In addition to forfeiting unused Surveys/Reports/Accreditation/Consulting inclusions, a new subscription must be purchased to permit ongoing access to or use of any of the GLWS Intellectual Property previously accessible under the expired Subscription Plan.
- h. If a new valid Subscription Plan is not purchased, then the Accredited Practitioner(s) for the organisation(s) in which the GLWS Intellectual Property has been used must take all reasonable action to ensure that GLWS Intellectual Property is removed and confirm in writing to EEK & SENSE within 90 days that this has occurred. For example, this might mean removing the GLWS Framework or GLWS Wellbeing Strategies & Actions Guide or GLWS Coaching Guide from all internal/external communications, programs or projects in which it had featured over the previous 12 months.
- i. In situations where an individual or organisation does not envisage using the GLWS Surveys, Assessment, and Reporting System over the next 12 months, they will be given the option to convert to an eligible GLWS Framework Only subscription to permit ongoing reference to the GLWS model of wellbeing and access to core MyGLWS inclusions (see Section 5.11 below).

**5.5. Subscription Plan Renewals.**

- a. Purchasers of all GLWS Assessment & Reporting System Subscription Plans will auto-renew every time they make a Re-order Bundle purchase, and the 12-month validity period will reset to the date of their most recent purchase.
- b. When a Purchaser decides, at any time during the 12 months from the date of their original purchase, that they want to purchase a re-order pack of any size, EEK & SENSE will use any remaining unallocated surveys (and accreditations if relevant) from the original Subscription Plan before those within the new plan. This means that those consumables with the closest expiry date will be used before EEK & SENSE start to use those from a more recent Subscription Plan. See the example below for clarity:
  - i. 1 June 2024—An individual Starter Pack is purchased, which includes 1 accreditation seat and 10 GLWS Surveys/Personal Reports. These will expire at midnight (12am) AEST on 31 May 2025.
  - ii. 1 December 2024 – 1 x accreditation seat used: 0 accreditation remaining. 8 x GLWS Surveys used: 2 surveys remaining.
  - iii. 1 February 2025 – 1 x 5 GLWS Surveys re-order pack is purchased, due to expire on 31 January 2026.
  - iv. 2 February 2025 – A survey administration upload request was made for 5 x GLWS Survey links to be sent out.
  - v. 1st June 2025 – 0 surveys remain from the original purchase: all have been used, and none have expired; 3 x GLWS surveys remain from the 5 x GLWS Survey re-order pack purchased on 1st February 2025, and they won't expire until midnight on January 31, 2026.

- c. Purchasing additional re-order packs within 12 months of the original purchase date will not extend the expiry timelines for Surveys or inclusions within that bundle/pack. See the example below for clarity:
  - i. 1 June 2024—An Individual Starter Pack was purchased, which includes 1 accreditation seat and 10 GLWS Surveys/Personal Reports, due to expire at midnight (12am) AEST on 31 May 2025.
  - ii. 1 December 2024 – 1 x accreditation seat used: 0 x accreditation remaining. 6 x GLWS Surveys used: 4 Surveys remaining.
  - iii. 1 February 2025 – 1 x 5 GLWS Surveys re-order pack purchased: due to expire at midnight on 31 January 2026.
  - iv. No survey administration upload requests for links are requested.
  - v. 1 June 2025—The 4 x remaining surveys from the original subscription were unused and have now expired. Only the 5 x GLWS Surveys from the re-order pack purchased on 1 February 2025 remain active; they can be used any time before 1 February 2026.
- 5.6. **Permitted Usage of Inclusions within the Subscription Plans.** Inclusions vary by Starter Pack and Bundle Size. Eligible inclusions are listed on our Price Lists and in our On-Line Store.
  - a. Unless otherwise stated, all Inclusions are subject to Our Common Terms and Conditions for all GLWS Products & Services, Our Terms and Conditions for GLWS Accreditation & GLWS Accredited Practitioners, Our Website Terms of Use, Our Privacy Policy and Our Terms and Conditions for GLWS Survey Respondents.
  - b. All usage must reflect high ethical standards of usage of the GLWS; retention of sole ownership and copyright by EEK & SENSE; User, Accredited Practitioner, Purchaser and Program Manager commitment to protecting our copyright and brand standards; acceptance that continued access and usage of all inclusions beyond the 12-month period will be contingent upon the purchase of another bundle at the minimum volume required to qualify for same inclusions.
- 5.7. **GLWS Survey usage metrics.** When a survey link is created, one unit of a GLWS Survey and Personal Report will be deducted from the remaining quantity available from the purchased bundle within the Starter Pack or Re-Order Bundle Subscription Plan. This means that irrespective of whether the survey link is subsequently opened or completed, one unit of GLWS Survey and report will be considered to have been 'consumed'.
- 5.8. **Minimum survey administration upload per cohort.**
  - a. Subscription Plans have a 'Minimum survey administration upload per cohort' amount. This means the smallest quantity of surveys that EEK & SENSE accepts for processing in a single batch before applying an additional administration fee.
  - b. The minimum number varies between different Subscription Plans and is determined by the number of surveys contained within the bundle or pack that has been purchased.
  - c. The minimum number for each bundle or Pack is specified on the EEK & SENSE Price List.
  - d. Quantities smaller than the specified minimum for the purchased bundle or pack size will still be processed by EEK & SENSE but will automatically attract an

- additional administrative charge at a fixed rate of AUD55+GST pp (irrespective of country of purchase or country of usage).
- e. When a User submits a GLWS Survey Administration Request Form, that EEK & SENSE form contains a reminder of the additional administrative charge that will apply if the minimum number per cohort is unmet.
  - f. When a User requests a non-standard administration process, EEK & SENSE will endeavour to meet this request but is under no obligation to do so. Where the requests can be met, EEK & SENSE reserve the right to apply additional charges.
- 5.9. **Organisational Starter Packs.** Organisational Starter Packs have the following additional conditions:
- a. The minimum survey administration upload per cohort amount is five (5) survey uploads.
  - b. Where in-house accreditation is selected, the accreditation venue and associated costs (such as travel expenses for EEK & SENSE where required, catering and printing for Participants) will be at the organisation's additional expense.
  - c. Unless the organisation has fewer than 15 employees, an organisation may not purchase the Individual Starter Pack.
- 5.10. **Access to Subscription Plan Inclusions by multiple Accredited Practitioners.**
- a. GLWS Product and Service inclusions contained within any Subscription Plan must only be accessed and used by Accredited Practitioners who are employed within the same organisation as the Purchaser of the Subscription Plan.
  - b. The Purchaser of the Subscription Plan is responsible for monitoring and ensuring users' use of GLWS Products and Services complies with EEK & SENSE Terms and Conditions.
- 5.11. **GLWS 'Framework Only' Subscription Plans.** This section applies specifically to the use of The GLWS Framework.
- a. A GLWS Framework Subscription Plan enables access to and usage of our copyrighted GLWS Framework, a suite of supporting IP content including 6 x GLWS Insight Papers and an Introduction to Wellbeing instructional pack.
  - b. GLWS Framework Subscription Plans are included automatically as Inclusions in Starter Packs and Bundle Re-Order Pack Subscriptions Plans.
  - c. For Users who do not wish to purchase GLWS Surveys/Reports contained within the Starter Packs or Re-order Bundle subscriptions but who do want to refer to the GLWS Framework in their work, a choice of three GLWS Framework Only Subscription Plans is available for separate purchase *without also requiring the purchase of any GLWS surveys or reports*:
    - The Individual GLWS Framework Only Plan permits the use of the GLWS Framework by one person only. This plan is intended for individual coaches and micro-businesses where each consultant, coach or employee requires an Individual subscription. This option is not available to organisations with more than 15 employees.
    - The SME / Organisational GLWS Framework Only Plan permits the use of the GLWS Framework by a single organisation operating within a single country and employing more than 15 employees.



- The Organisation GLWS Framework Only Plan permits the use of the GLWS Framework by an enterprise organisation and any subsidiaries in any number of countries.
- d. Any User covered by a valid annual Subscription Plan may use the GLWS Framework as outlined in these Terms. A valid subscription is a condition of use. Without a valid subscription, any use of the GLWS Framework in any format or medium and for any purpose is prohibited.
- e. Purchases of GLWS 'Framework Only' Subscription Plans must be renewed annually for continuity of usage.
  - i. EEK & SENSE will send an email reminder to the Purchaser who made the original purchase four weeks before the renewal is due.
  - ii. If the original Purchaser is no longer with the organisation, another User from within the same organisation must agree within 7 days to take over the Purchaser's responsibilities.
  - iii. The organisation on whose behalf the Purchaser was operating is responsible for renewing the subscription.
  - iv. When the duration of the valid Subscription Plan has expired and another valid Subscription Plan is not purchased, all rights to access and use the GLWS Framework and any associated inclusions will be revoked. Users of the GLWS Framework must take all reasonable steps to find and remove all references made to it throughout the period of their Subscription Plan and must ensure all usage stops immediately.
- f. Non-existent or lapsed Framework Only subscriptions. If a User is not operating under a current and valid GLWS Subscription Plan, they must not use or must immediately cease using the GLWS Framework.
  - i. They must also take all reasonable steps to ensure the removal of print and digital materials displaying or referring to the GLWS Framework until either a valid subscription has been purchased or until explicit written permission has been obtained from EEK & SENSE.
  - ii. If any use of the GLWS Framework without a valid Subscription Plan is found, EEK & SENSE reserve the right to invoice the User(s) for the relevant annual Subscription Plan backdated to cover the year(s) and the manner in which this has occurred.
  - iii. Should a User(s) wish to continue using the GLWS Framework, EEK & SENSE will invoice the User(s) for an annual Subscription Plan backdated to the date this occurrence was found.
- g. Under the duration of a valid Subscription Plan, the GLWS Framework can be republished in any open-access public-facing printed or digital materials (e.g. blogs, websites, handouts) but may NOT be used in any paid / pay-walled content or print publications without first obtaining written approval from GLWS.
- h. The GLWS Framework must not be changed in any way and must only be shared using its original unaltered format. This means User(s) must only share the GLWS Framework by accessing the official JPG image that is provided on the MyGLWS subscription site. Please contact [support@glws wellbeing.com](mailto:support@glws wellbeing.com) if you require assistance.
- i. Users must not change the GLWS Framework dimension names, alter the descriptors of the dimensions within the GLWS Framework, add dimensions, or

remove dimensions. They must also not retype or recreate their own version of the GLWS Framework.

- j. The GLWS Framework already contains the GLWS logo embedded within it, but in any instance where the whole Framework isn't visible (e.g., on an earlier page in a document or presentation), the GLWS logo may also be included as a standalone insertion to indicate permitted usage of the GLWS Framework. The GLWS logo must only be shared in its original unaltered format using one of the official images provided by EEK & SENSE on the MyGLWS subscription site. Please contact [support@glwswellebing.com](mailto:support@glwswellebing.com) if you require assistance.
- k. Maintaining the integrity of the GLWS brand is mandatory as a condition of sharing and building content around the GLWS Framework. This means that Accredited Practitioners and Users, whether individual practitioners or representatives of any size organisation, must respect the GLWS brand equity and Intellectual Property inherent within the GLWS Framework by ensuring it is leveraged with consistency and legitimacy, as per:
  - i. The GLWS Framework must be displayed with legibility at the forefront and should not be shared in print at less than A5 size. For online materials, the GLWS Framework text must remain legible. For example, this means Users must not post the GLWS Framework a social media thumbnail image with too small text for Users to read).
  - ii. The GLWS Framework must not be de-branded. This means the GLWS Framework must be left untouched and intact, including its GLWS logo, fonts, all copy, styling, complete format, and copyright statement.
  - iii. The GLWS Framework must not have any content or imagery cropped. It must be presented unaltered and in full. This means no part of the Framework's written content may be edited or removed. The icons, colours, fonts and GLWS logo must all be retained as-is to ensure the framework's source remains transparent.
- l. Any usage or reference to the GLWS Framework in print or digital format, must be acknowledged by citing "EEK & SENSE" or "EEK & SENSE Partners" as the developers, owners and source of the Framework, and verbally (e.g. in presentations, seminars, workshops, meetings) by crediting "The GLWS Framework and its Intellectual Property were developed by and belong to EEK & SENSE")
- m. When permission has been sought and obtained to develop a co-branded GLWS Framework either via a valid Subscription Plan or explicit written prior permission from EEK & SENSE, Users may add their logo in their colours and fonts on top or next to the GLWS Framework, providing the original Framework image itself is not altered in any way.
  - From time to time, EEK and SENSE may agree that the GLWS Framework image be altered (e.g., to accommodate a partnering organisation's particular logo shape or size) for practical reasons. Where this is agreed in writing between the parties, only EEK & SENSE will modify the original image and supply the revised image to the User(s); additional fees may apply at the sole discretion of EEK & SENSE.
- n. Failure to adhere to the conditions above will be considered copyright infringement, subject to international copyright laws.

- o. It is the responsibility of the User(s) to ensure that their planned usage of the GLWS Framework is compliant with these Terms and Conditions and Users must contact [support@glwswellebing.com](mailto:support@glwswellebing.com) if doubt exists.

**5.12. Access to the GLWS Products and MyGLWS.**

- a. Access to GLWS Products will be provided to Users through the MyGLWS Website.
- b. MyGLWS is a restricted website that stores GLWS materials and content developed by EEK & SENSE.
- c. Log-in details, passwords, and other security protocols are required to access MyGLWS.
- d. A User's level of access to MyGLWS is determined by the Subscription Plan they are covered by.
- e. Users will be provided with instructions on how to access MyGLWS upon purchasing a Subscription Plan and/or through the Surveys/Reports they use.
- f. The User is solely responsible for all use of their log-in details (e.g. password and other security protocols) and for the actions of any person that obtains their password or log-in details.
- g. The User should notify EEK & SENSE immediately by email if there is any reason to believe that their log-in details are likely to be used in an unauthorised manner. In such a case, EEK & SENSE will cancel the relevant log-in details within a reasonable time of being notified and reset the User's log-in details. This may be done by email, phone, or other secure communication means.
- h. We have the right to disable any user identification code or password, whether chosen by the User or allocated by us, at any time if, in our reasonable opinion, a User has failed to comply with any of the provisions of these terms of use.

## 6. OUR TERMS AND CONDITIONS FOR GLWS ACCREDITATION & GLWS ACCREDITED PRACTITIONERS

### 6.1 Application of these Terms.

- a. These Terms and Conditions of Use for GLWS Accreditation and GLWS Accredited Practitioners apply to every Participant and every GLWS Accredited Practitioner.
- b. All Participants and Accredited Practitioners must read and acknowledge their acceptance of these Terms and Conditions of Use before commencing a GLWS Accreditation Program.
- c. These GLWS Accreditation and GLWS Accredited Practitioners Terms & Conditions apply in addition to our Common Terms and Conditions for all GLWS Products and Services Users, Privacy Policy, Website Terms of Use, GLWS Assessment & Reporting System and GLWS Framework Terms and Conditions of Use and our Terms and Conditions for GLWS Respondents. No set of Terms and Conditions replaces the other, and in case of doubt, Participants and Accredited Practitioners are responsible for addressing their questions, in writing, to [support@glswellebing.com](mailto:support@glswellebing.com)
- d. EEK & SENSE aims to communicate fairly and proactively about all of our Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend them at any time.

### 6.2. Accreditation Program (any format) GLWS Survey completion and provision of GLWS Personal Report.

- a. As part of the GLWS accreditation program, in any accreditation format, the Participant is provided with a GLWS Survey and GLWS Personal Report.
- b. The Participant is required to complete the GLWS survey as part of the Accreditation, and upon completion, they will receive their own GLWS Personal Report.
- c. The Participant acknowledges that EEK & SENSE will not provide a formal or one-on-one personal debrief as part of their Accreditation program.
- d. While EEK & SENSE will take all reasonable care to mitigate any distress arising from completing the GLWS, should distress arise for a Participant as a consequence of completing the GLWS Survey or participating in any aspect of the GLWS Accreditation program, the ultimate responsibility rests with the Participant to request specialist coaching or consulting Services from EEK & SENSE separate from the GLWS Accreditation program contract, and/or to seek alternative support from another professional such as their GP / personal medical practitioner.

### 6.3. Completion of the GLWS Accreditation Program by in-person workshop(s).

- a. By undertaking to complete the GLWS accreditation via the in-person workshop format, the Participant agrees to complete all pre-work modules before 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 a Participant's GLWS accreditation

certification until further evidence of their competence is provided to the satisfaction of EEK & SENSE.

- b. Following attendance at the workshop(s), the Participant must complete a complimentary online GLWS Survey administration request form for one GLWS Survey link to be sent to a client they have identified and whose agreement they have already obtained to undertake the GLWS Survey. Then, they must prepare for and complete a comprehensive one-to-one debrief of that person's GLWS Personal Wellbeing Report within one calendar month of the accreditation workshop date.
  - c. If a Participant does not fulfil the requirement in b. above or any other aspect of the Accreditation Program to the satisfaction of EEK & SENSE, they will be ineligible for certification and must not claim GLWS Accredited Practitioner status. In such cases, we reserve the right to withhold accrediting that Participant, to retain fees paid by the Participant and to apply reasonable additional fees for any costs we may incur because of extra administration and service that is required should the Participant require additional accommodations in order to complete their accreditation at a later date.
- 6.4. Completion of the GLWS Accreditation Program 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, EEK & SENSE reserves the right to de-register the Participant from the program by notice to the Participant. No refund will be issued, and the Participant must not claim GLWS Accredited Practitioner status.
  - b. From time to time, we may agree to extend the 3-month program completion deadline, and we reserve the right to apply reasonable additional fees for costs we may incur because of extra administration and service required in doing so.
  - c. 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.
  - d. 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.
  - e. Before undertaking the practice debrief, the Participant agrees to provide their Preparation form at least 3 working days before the debrief to enable EEK & SENSE sufficient time to review and comment on the form.
  - f. If a Participant does not complete the assessment tasks or any aspect of the e-learning program to the satisfaction of EEK & SENSE, we reserve the right to withhold accrediting that Participant, to retain fees paid by the Participant and to apply reasonable additional fees for any costs we may incur because of extra administration and service that is required should the Participant require additional accommodations in order to complete their accreditation.
- 6.5. Completion of the GLWS Accreditation Program by Virtual Workshops.**
- a. By undertaking to complete the GLWS accreditation via a Virtual Workshop format, the Participant agrees to complete any pre-reading or activities (such

as completing a Debrief Preparation Form) required before each virtual workshop session and attend all required sessions.

- i. If the Participant cannot attend a session, EEK & SENSE will endeavour to seek, but cannot promise, to obtain the permission of other program Participants to record that session.
  - ii. Where EEK & SENSE obtain permission, that session will be recorded. The participant must then review the recorded session in its entirety and confirm this in writing to support@glwswellbeing.com before attending the next session.
  - iii. Where the missed session has not been recorded and a Participant cannot, therefore, catch up on that session, we reserve the right to withhold accrediting that Participant. At our discretion, we may, from time to time, be able to transfer the Participant to a future program or to complete the e-learning format, but we are under no obligation to do so.
- b. Participants must complete a practice GLWS debrief with a 'practice' person in between workshops on the hybrid program. This requires the Participant to:
- i. inform their chosen 'practice' GLWS Survey Respondent that they are currently undertaking the GLWS Accreditation Program and brief them on what will be involved if they consent to complete the GLWS Survey
  - ii. complete a complimentary online GLWS Survey administration request form with the details for one GLWS Survey link to be sent to the person they have identified and whose agreement they have already obtained to undertake the GLWS Survey
  - iii. prepare for and complete a comprehensive one-to-one debrief with the Respondent of their GLWS Personal Wellbeing Report before the end of the virtual program.
- c. If a Participant does not fulfil the requirement in b. above or any other aspect of the Accreditation Program to the satisfaction of EEK & SENSE, the Participant will not be eligible for certification, and they must not claim GLWS Accredited Practitioner status. We reserve the right to withhold accrediting that Participant, to retain fees paid by the Participant and to apply reasonable additional fees for any costs we may incur because of extra administration and service that is required should the Participant require additional accommodations in order to complete their accreditation.
- 6.6. Additional Costs of Accreditation Programs.**
- a. The Participant will bear the cost of any travel, accommodation or technology expenses incurred for the purposes of completing the GLWS Accreditation in any format.
  - b. Where in-house accreditation is selected, the organisation will pay for the accreditation venue and associated costs (such as catering, printing, and travel expenses for the EEK & SENSE facilitator(s)).
  - c. We reserve the right to apply reasonable additional fees for costs we may incur because of extra non-standard administration, service, support or other accommodations required by Participant(s) in order for them to complete their accreditation.
- 6.7. Accreditation Cancellations and Reschedules.**
- a. **Cancellation by EEK & SENSE.**

- i. EEK & SENSE reserves the right to cancel a Live In-Person, Virtual or In-House accreditation workshop at any time up until the day prior in the event of low participant numbers (<6) or if the EEK & SENSE facilitator is ill and unable to attend.
  - ii. EEK & SENSE will offer a full refund or a place on another program in these cases.
  - iii. If an alternative format to the originally booked format is selected, the Participant(s) will be given a refund if the cost is less than the original format.
  - b. **Cancellation by Participant.** The full course fee will be charged at the time of registration. In the event of a Participant's cancellation and/or re-scheduling, EEK & SENSE reserve the right to apply the following terms:
    - i. If the Participant withdraws from the start of a program at least 14 calendar days before the program commencement date and re-books to an alternative date, no cancellation/rescheduling fee will be charged.
    - ii. If the Participant withdraws at least 14 days before the program commencement date without re-booking for an alternative date, a 20% cancellation fee will be charged, and the remainder will be refunded.
    - iii. If the Participant withdraws within 14 days before the commencement of a program and re-books to another date, a 50% cancellation fee will be charged.
    - iv. If the Participant withdraws within 14 days of the program commencement date without re-booking to another date, a 100% cancellation fee will be charged.
    - v. If a Participant changes their mind about completing the online accreditation course and wants to transfer to a face-to-face or virtual program, additional costs will apply.
- 6.8. **Post-Accreditation Access to GLWS Surveys and Reports.**
- a. Following successful completion of GLWS Accreditation and receipt of a Certificate of Accreditation, the Participant will obtain GLWS Accredited Practitioner status and become eligible to purchase GLWS Surveys and Reports using the online GLWS store, and to request GLWS Survey link administrations and Report generation via the online GLWS Survey Administration Upload Request Form on the MyGLWS Website.
  - b. Accredited Practitioners must agree and adhere to specific Terms of Use for the GLWS Products as outlined in our Common Terms and Conditions for all GLWS Products and Services, our GLWS Assessment & Reporting System and GLWS Framework Terms and Conditions of Use. These GLWS Assessment & Reporting System and GLWS Framework Terms and Conditions of Use apply in addition to the Common Terms and Conditions that apply to all GLWS Products and Services Users and to the Terms and Conditions for GLWS Accreditation and GLWS Accredited Practitioners. No set of Terms and Conditions replaces the other, and in case of doubt, Users are responsible for addressing their questions, in writing, to support@glswellebing.com
  - c. EEK & SENSE will fulfil its responsibilities in the ordering process according to the terms provided in the Service Level Agreement **in Appendix 1**.
  - d. Accredited Practitioners can access GLWS Products and Services by purchasing them through the GLWS Website(s).

- e. Accredited Practitioners are granted access to the MyGLWS content outlined in their Subscription Plan order at the time of purchase. Instructions on how to access MyGLWS will be given after the Accreditation Program is completed. EEK & SENSE will provide Accredited Practitioners with a confidential log-in to MyGLWS.
  - f. The Accredited Practitioner must keep their password and log-in details for accessing the Personal Wellbeing Report, the GLWS Courses website, and any other GLWS Products or Services provided as inclusions under their Subscription Plan confidential and take all necessary steps to prevent unauthorised disclosure of or access to their password and log-in details.
- 6.9. Access to MyGLWS and the GLWS Framework.**
- a. GLWS Accreditation includes access to MyGLWS content outlined in their Subscription Plan purchase at the time of purchase. This access is valid for 12-months from the Accreditation start date. After this time, access will expire, and Accredited Practitioners who are not actively using the GLWS Survey and Reports will need to purchase an Individual GLWS Framework Only Subscription Plan, ensure they are eligible under an existing Organisational Framework Only Subscription Plan, or alternatively, purchase any size of a GLWS Assessment System Re-order Bundle in order to continue accessing and/or using any of the MyGLWS content.
  - b. Access to MyGLWS and the GLWS Framework is subject to GLWS Assessment & Reporting System and GLWS Framework Terms & Conditions of Use which you must acknowledge and abide by at all times.
- 6.10. Conditions and Restrictions for Professional and Ethical Use.**
- a. The Accredited Practitioner acknowledges that the GLWS Products are individual personal development and corporate organisational development and change management 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, restructuring, evaluation of salary amount or bonus amounts.
  - b. The Certificate of Accreditation given by EEK & SENSE is personal to the Accredited Practitioner named on the Certificate (not their employing organisation), and the Accredited Practitioner must not allow any other person (who has not met the conditions for GLWS accreditation status) to access or use the GLWS Products requiring GLWS accreditation.
  - c. Accredited Practitioners are responsible for ensuring that the ways the GLWS Survey, Reports and any other GLWS Intellectual Property are positioned, accessed, used and deployed are professional and ethical and reflect best practice principles for assessing and developing health, wellbeing and sustainability outcomes for individuals and organisations within a workplace context.
  - d. Specifically, Accredited Practitioners are responsible for ensuring:
    - i. The GLWS Survey, Reports and other Products are not considered mandatory but an opportunity for potential Respondents to voluntarily complete with genuine freedom of choice over whether to participate and whether they would like to receive their results.
    - ii. They and the organisation(s) where the GLWS is being deployed 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.
- iii. There is a clearly articulated narrative that is clearly and regularly communicated that builds a shared, accurate understanding among respondents and stakeholders about why the GLWS is being offered, including the purposes/aims of engaging with the GLWS, the needs/opportunities and the anticipated benefits/expected outcomes for individual(s), team(s), cohort(s) and the organisation.
  - iv. Upfront transparency over precisely who will/will not have access to any Respondent's personal data, for what reason, how and where the data will be stored, when and how Respondents can gain access to their individual results if that is what they would like to do.
  - v. What balance participants can expect between a focus on individual actions and change and a focus on collective action on work design and organisational factors.
  - vi. The plans or possibilities regarding options for team, group or cohort data being compiled and used.
  - vii. Effective strategies are identified and in place prior to sharing any results to ensure a duty of care for respondents congruent with the stated purposes.
- e. Each Respondent requires their own unique email address for the GLWS to be administered to them.
- f. **GLWS Personal Reports and Debriefs.**
- i. Except for GLWS Products that explicitly collect individual or personal results, all Respondents have a right to access their personal results.
  - ii. The method of providing Respondents with access to their results should reflect the program's purpose and objectives for using the GLWS, as well as take into consideration the practicalities of available time and resources.
  - iii. It is the Accredited Practitioner's responsibility to determine an approach that is fit for purpose in terms of fulfilling the identified needs and objectives for deploying the GLWS, mitigating the risk of individuals experiencing harm or distress, and maximising the promotion of positive protective change occurring.
  - iv. Within every GLWS Product Subscription Plan that includes the provision of GLWS Surveys, Accredited Practitioners will have access via the MyGLWS subscription site to high-level guidance from EEK & SENSE to assist them in formulating the best approach to sharing results.
  - v. Having considered these various factors and identified and planned the approach to be taken, the Accredited Practitioner must indicate to EEK & SENSE where the GLWS Personal Reports should go when submitting their GLWS Survey Administration Request Upload Form.
    - If the results are to be sent directly to the respondent, then the Respondent will receive their GLWS Personal Report via an email link, usually on the same day or within 24 hours of completing the survey. If requested in advance, EEK & SENSE can also arrange to copy the Accredited Practitioner on that email.
    - Alternatively, the Accredited Practitioner may request that the individual GLWS Personal Reports be sent to them (or their nominee/delegate), not the Respondent(s). In this case, it is then the Accredited Practitioner's

responsibility to communicate the Respondent's results to them in the manner they feel is best.

- From time to time, EEK & SENSE may alter or offer new methods of accessing GLWS Personal/Group Results.
- vi. The Respondent report will be emailed to the email address nominated on the GLWS Survey Administration Request Form. Once generated, it will be deleted after 7 days of being sent. EEK & SENSE reserve the right to charge an additional administration fee of AUD\$50 per report for each time it needs to be regenerated and resent.
- vii. Where the approach that the Accredited Practitioner adopts includes the provision of a one-to-one debrief by the Accredited Practitioner in support of the Personal Wellbeing Report, the Accredited Practitioner should agree with each Respondent how this will be done - in-person, Teams (or similar) or by telephone.
- viii. Each debrief delivery mechanism warrants some adaptation so that Respondents can see and follow the explanation of their reports and results effectively. Accredited Practitioners are encouraged to review the high-level guidance from EEK & SENSE available via MyGLWS to assist them in making such appropriate adjustments to suit the format of the debrief.
- ix. When providing a debrief service to Respondents, Accredited Practitioners must have a referral strategy in place whereby they have a detailed list of reputable professionals in a range of industries they can refer Respondents to if a Respondent requests assistance that is beyond the capabilities and expertise of the Accredited Practitioner.
- x. The Accredited Practitioner must take all reasonable steps to ensure that any provision of results, whether in the form of one-to-one, group/peer or cohort debriefs, gated risk selected debriefs or the provision of reports direct to Respondents, can occur as close to the completion of the GLWS Survey as possible. It is recommended that the sharing of results occurs no later than two weeks after completion and sooner if significant wellbeing concerns are indicated.
- xi. If 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 Practitioner 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.
- xii. In cases where Accredited Practitioners decide it is best to deploy GLWS Products without offering either an individual or group-based debriefing opportunity, then:
  - EEK & SENSE reserves the right to provide Respondents, at no additional cost, with access to selected GLWS development resources for a period of up to 12 months from the date of completion of their surveys in order to ensure Respondents have some evidence-based assistance to help them address the aspects of their GLWS Personal Report they would like to address and;

- Accredited Practitioners are required to exercise their duty of care and communicate a range of practical follow-up support and referral strategies available to Respondents within their organisations and outside, so Participants in need of support after completing the GLWS Survey can be appropriately cared for.
- g. All GLWS data (including Personal Wellbeing Reports & Group Wellbeing Reports), whether stored electronically or in paper format, must be held by Users according to the requirements of any applicable legislation with respect to the storage, use and confidentiality of personal data, and it is the Accredited Practitioner's responsibility to ensure Users of the GLWS Survey Data through them are aware of their obligations.
- h. Where an Accredited Practitioner moves from their current organisation they should, where possible, ensure that all GLWS data and reports stored are transferred to another Accredited Practitioner within the organisation or deleted (especially when 12-months+ has elapsed since completion). Further details on the Data Protection responsibilities of the Accredited Practitioner are given in Appendix 2.
- i. Users are responsible for maintaining their own level of competence in the use of the GLWS Products and for maintaining their knowledge of current legal and best practice requirements regarding the use of wellbeing survey tools.
- j. EEK & SENSE may from time to time require Accredited Practitioners 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.
- k. The Accredited Practitioner must ensure they always comply with all Statutes and all Professional Codes in relation to any action connected with the Accredited Practitioner'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.
- l. EEK & SENSE may cancel or suspend the Accredited Practitioner's access to MyGLWS or the GLWS Accreditation materials (in any format) or cancel or suspend the operation of MyGLWS or the GLWS Accreditation materials (in any format) in its entirety at any time.
- m. The Accredited Practitioner must not incur any obligation or liability on behalf of EEK & SENSE.
- n. The Accredited Practitioner agrees to comply with the reasonable directions and requirements of EEK & SENSE.

**6.11. Data Retention.**

- a. Accredited Practitioners 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 Practitioner can request an alternate period of data retention; however, implementation of this is not guaranteed and may incur an additional administration fee.

**6.12. Insurance Cover.**

- a. The Accredited Practitioner will ensure they are covered by professional indemnity insurance for a minimum A\$2M for the periods they use the GLWS

Products, on normal commercial terms and in accordance with usual industry practice.

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

**6.13. Indemnity and Liability.**

- a. The Accredited Practitioner 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 Practitioner'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 Practitioner, including but not limited to a person authorised to use the GLWS Products by EEK & SENSE in accordance with a request by the Accredited Practitioner for that person to be allowed to use the GLWS Products;
  - iii. arising out of the Accredited Practitioner'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 Practitioner'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 Practitioner.
- 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.

**6.14. Warranties.**

- a. The Accredited Practitioner 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 Practitioner 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 Practitioner 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](http://glswellbeing.com) or any version of this form.

- c. The Accredited Practitioner 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 that 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.

**6.15. Accreditation User Obligations to Respondents.** The Accredited Practitioner 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 Practitioner 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 Practitioner must obtain the Respondent(s) prior consent before collecting and disclosing any personal information of the Respondent(s) to EEK & SENSE. The Accredited Practitioner warrants that:

- a. 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 Practitioner;
- b. 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
- c. EEK & SENSE is authorised to collect, store, disclose, aggregate and use personal information disclosed to it by the Accredited Practitioner, 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.

**6.16. Suspension or Revocation of Accreditation.**

- a. EEK & SENSE reserves the right, at its discretion, to suspend or revoke the Accredited Practitioner's accreditation and access to the GLWS Products, MyGLWS and the GLWS Courses website by written notice if:
  - i. the Accredited Practitioner 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 Practitioner breaches these Terms and Conditions and the breach is incapable of being rectified to the satisfaction of EEK & SENSE;
  - iii. EEK & SENSE reasonably considers that the Accredited Practitioner has not maintained a satisfactory level of competency in using the GLWS Products or completed any additional courses or training required by EEK & SENSE to maintain a satisfactory level of competency.
  - iv. Despite anything else in these Terms and Conditions, EEK & SENSE may terminate these Terms and Conditions or suspend or revoke the Accredited Practitioner's accreditation and access to the GLWS Products, the GLWS Courses website and MyGLWS by giving the Accredited Practitioner 30 days' written notice.

## Appendix 1 Service Level Agreement.

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

1. Upon receipt of a correctly completed online GLWS Survey Administration Request form, the GLWS invitations to Respondents will usually 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 Admin Request form.
  - a. Exceptions to this include public holidays within NSW, Australia and a two-week closure over Christmas and New Year).
  - b. For surveys to be sent on a Friday, the online order form must be received before 4 pm on the Thursday prior.
2. EEK & SENSE shall use all reasonable endeavours to ensure that the GLWS web-based administration and reporting service is always accessible for survey completion and report delivery.
3. Queries received via email at [admin@glwswellbeing.com](mailto:admin@glwswellbeing.com) or [support@glwswellbeing.com](mailto:support@glwswellbeing.com) during normal business hours (as above) will generally be responded to within one GLWS business day of the email receipt.
  - a. To avoid doubt, the meaning of a response will include an acknowledgement of the Accredited Practitioner's initial email stating that a query has been raised, and shall not necessarily mean a resolution.
4. GLWS Personal Reports will be generated within one business day of the Respondent's completion and sent to the nominated email address(es).
  - a. Accredited Users are to provide the report password at the time of requesting the GLWS survey administration and must keep a record of this. This password will be communicated to the Respondent in their survey invitation.
  - b. Accredited Users are responsible for keeping a record of this password and re-communicating this to the Respondent should they require it again at any stage.
  - c. EEK & SENSE do not have ready access to the password once the survey invitation is sent and cannot guarantee the re-supply of this password if it has been forgotten or lost by the Accredited User.
5. After EEK & SENSE have sent the GLWS Personal Wellbeing Reports to the nominated email address(es), these Reports will remain active for a period of only seven days.
  - a. It is a User's responsibility to open, download and securely save/file the report(s) within that timeframe.
  - b. If Users do not open the report link before it expires and therefore require a report to be re-sent by EEK & SENSE, an additional admin fee may apply.

## Appendix 2 Data Protection.

This Appendix to the Terms and Conditions of Use for GLWS Accredited Practitioners sets out the framework for the sharing of Personal Data (Shared 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.

1. **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.
2. **Particular obligations relating to data sharing.** Each party shall:
  - a. 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;
  - b. give full information to any Data Subject whose Personal Data may be processed under these Terms and Conditions of the nature of 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;
  - c. process the Shared Personal Data only for the Agreed Purposes;
  - d. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - e. 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;
  - f. 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;
  - g. 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;
  - h. 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:
    - i. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint Controller); and
    - ii. ensures that:
      1. the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
      2. there are appropriate safeguards in place pursuant to Article 46 GDPR; or
      3. Binding corporate rules are in place; or
      4. One of the derogations for specific situations in Article 49 GDPR applies to the transfer.
3. **Mutual assistance.** Each party shall assist the other in complying with all applicable

requirements of the relevant DataProtection Legislation. In particular, each party shall:

- a. consult with the other party about any relevant notices given to Data Subjects as necessary, in relation to the Shared Personal Data;
- b. promptly inform the other party about the receipt of any relevant Data Subject access request;
- c. provide the other party with reasonable assistance in complying with any Data Subject access request;
- d. not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party wherever possible;
- e. 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;
- f. notify the other party without undue delay on becoming aware of any breach of the relevant Data Protection Legislation;
- g. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
- h. maintain complete and accurate records and information to demonstrate its compliance and allow for audits by the other party or the other party's designated auditor; and
- i. 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.

**4. Indemnity.**

- a. 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.



## 7. OUR TERMS AND CONDITIONS FOR GLWS SURVEY RESPONDENTS

### 7.1. Application of these Terms.

- a. The following Terms & Conditions for GLWS Survey Respondents (Terms), together with our Privacy Policy, Website Terms of Use and Common Terms and Conditions for GLWS Products and Services are the complete terms of a legal agreement between Respondents to the GLWS Survey (you) and EEK & SENSE PTY LTD ACN 606 086 793 (EEK & SENSE, us or we) in relation to your access to and use of the GLWS Website, the GLWS Survey and any of our GLWS Products and Services.
- b. No set of Terms and Conditions replaces the other, and in case of doubt, Participants and Accredited Practitioners are responsible for seeking clarification from [support@glswellebeing.com](mailto:support@glswellebeing.com)
- c. EEK & SENSE aims to communicate fairly and proactively about all of our Policies, Terms and Conditions, including as much transparency and advance notice as possible regarding changes. However, we reserve the legal right to amend them at any time.

### 7.2. Formation of Contract.

- a. We may alter these Terms from time to time by posting the altered version on Our Website. You should visit Our Website regularly to keep updated with any alterations.
- b. By continuing to access the GLWS Survey and GLWS Websites and submitting your responses to the GLWS Survey, you accept the Terms that are current at the time. In the case of us making any alteration, the altered Terms will only apply after the alteration takes effect.

### 7.3. Our Website(s).

- a. The GLWS Website(s) are operated by EEK & SENSE. Please refer to our EEK & SENSE Website Terms of Use. If you are confused please seek written clarification from [support@glswellbeing.com](mailto:support@glswellbeing.com).
- b. The definitions of **bolded** words in these Terms can be found in the Definitions section of our complete documentation.

### 7.4. General Terms

- a. Information on the **GLWS Website** or in the **GLWS Survey**.
  - i. Information on the GLWS Website or in the GLWS Survey may change occasionally. It is not promised or guaranteed to be correct, current, or complete. The GLWS Website and the GLWS Survey may, from time to time, contain technical inaccuracies or typographical errors. While we endeavour to keep the GLWS Website and the GLWS Survey up to date, **EEK & SENSE** does not warrant, represent or guarantee the accuracy, utility, currency or any other characteristic of information on Our Website or in the GLWS Survey.
- b. **Intellectual Property Rights**.
  - i. All **EEK & SENSE Materials** and content in the GLWS Survey or displayed on or comprised by Our Website, including but not limited to text, graphics,

- logos, button icons, images, the GLWS Website layout and **Software**, is subject to copyright and other rights owned by EEK & SENSE, its related entities or its content suppliers and is protected by the Copyright Act 1968 (Cth) and other international copyright and intellectual property laws.
- ii. EEK & SENSE Materials comprising brands, names, images and logos displayed on Our Website or appearing in the GLWS Survey may be the subject of registered or unregistered trademarks of EEK & SENSE, its related entities, affiliates or its service providers and protected by the Trade Marks Act 1995 (Cth) and other international trade mark and intellectual property laws.
  - iii. You must not remove, alter, or destroy any copyright notice, proprietary markings, or confidential legends placed in the Software.
  - iv. Use of any Materials on Our Website or in the GLWS Survey, including but not limited to the reproduction, modification, distribution, transmission, republication or display of any content on Our Website or in the GLWS Survey is strictly prohibited.
  - v. All intellectual property rights in the Software used to enable the delivery of the GLWS belong to the **GLWS Survey Hosting Platform** provider and you have no rights in, or to, the Software other than for the completion of the GLWS Survey. For the avoidance of doubt, you have no right to access the source code of the Software.
  - vi. The Software used to enable delivery of the GLWS Survey is protected by technical protection measures (TPMs). You must not attempt in any way or facilitate the unauthorised removal or circumvention of any such TPM or translate, make alterations to, or modifications of, the whole or any part of the Software, reverse compile, disassemble, reverse engineer, modify or permit any part of the Software to be combined or incorporated with other programs (except as may be permitted by the Copyright Act 1968 (Cth)).
  - vii. Nothing in these Terms or on the GLWS Website does or is intended to transfer any Intellectual Property Rights in the GLWS Website, the GLWS Survey, the platform or Software, or any GLWS Materials, Products or Services to any person. You must not infringe any **third-party** rights when using the Software, including any intellectual property and privacy rights.
- c. **Third-party material.**
- i. The GLWS Website may provide links or references to third-party websites (Linked Sites) or display material sourced from a third party (**Third-Party Material**).
  - ii. EEK & SENSE is not responsible for and does not endorse the content of Linked Sites or Third-Party Material, any use (or misuse) of information you may supply to or obtain from a Linked Site or any Third-Party Material, or for any goods or services offered via Linked Sites or any Third-Party Material.
  - iii. EEK & SENSE does not warrant or represent the accuracy, utility or any other characteristic of Third-Party Material or information or content appearing in or on Linked Sites.
  - iv. EEK & SENSE is not a party to or responsible for any transactions you may enter into with **third-parties**, even if you learn of such parties (or use a link to such parties) from the GLWS Website.
- d. **Security of electronic communications.**

- i. We have implemented appropriate security measures to prevent your **Personal Data** from being accidentally lost, used, accessed in an unauthorised way, altered, or disclosed. We have also established procedures to deal with any suspected personal data breach. We will notify you and any applicable regulator of a breach where we are legally required to do so.
- ii. There will always be inherent security and delivery risks in using electronic mail and transmitting data via the Internet and accordingly, EEK & SENSE gives no guarantee that any electronic communication you send to us, any electronic communication that we send you, any electronic data transmission you make via Our Website(s) or in submitting your responses to the GLWS Survey, and any electronic data transmission you or we make to **GLWS Accredited Practitioners** or **Program Managers** (including transmissions of your **GLWS Personal Wellbeing Report**) will be secure, uninterrupted or delivered. You make such communications and transactions, agree to receive electronic communications from us and agree to us making such electronic data transmissions to GLWS Accredited Practitioners or Program Managers at your own risk. In particular, by communicating with us electronically, electing to receive electronic communications from us or permitting us to electronically transmit data to GLWS Accredited Practitioners or Program Managers, you accept the risk of interception of such communications, transmissions and data by third parties and of non-receipt or delayed receipt of such communications, transmissions and data by us, you and Users, as applicable.

**7.5. Technical requirements.**

- a. Access to the GLWS Website(s), GLWS Survey, and any of the GLWS Products and Services may only be available to compatible devices that meet specific system or software requirements listed on Our Website or by EEK & SENSE from time to time.
- b. EEK & SENSE gives no warranty or guarantee that access to or use of the GLWS Website, GLWS Survey, or any GLWS Products or Services will be available to all devices. You are solely responsible for ensuring that any device you use meets system, software, or other requirements. Please also refer to Our Website Terms of Use.
- c. The GLWS Survey Hosting Platform is not responsible (to you) for any non-performance, failure or other aspect of the Software. No contract is created between you and the GLWS Survey Hosting Platform.

**7.6. Viruses.** You are responsible for protecting your computer and any devices from malicious or destructive content and programs such as viruses, worms, and Trojans and for protecting your information as you deem appropriate. Please also refer to Our Website Terms of Use.

**7.7. Disclaimer of warranty.**

- a. Use of the GLWS Website, the GLWS Survey, the GLWS Products, the Software, Materials and any Services is at your sole risk, though we do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- b. To the fullest extent legally permitted, all materials, information, products, programs and services are provided “as is”, with no warranties or guarantees whatsoever.

- c. EEK & SENSE expressly disclaims to the fullest extent permitted by law all express, implied, statutory and other warranties, guarantees or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and Intellectual Property Rights.
- d. Without limitation, EEK & SENSE does not represent or warrant that Our Website, the GLWS Survey, the GLWS Products, the Software, Materials or Services or the functions within them will be accurate, available, uninterrupted, error-free or secure, that any defects will be corrected, or that the server/s that make any of them available are free of viruses or other harmful elements.
- e. You understand and agree that the Software achieves your intended results. If you download or otherwise obtain materials, information, products, software, programs, or services, you do so at your own discretion and risk and will be solely responsible for any **Losses** or damages that may result, including loss of data or damage to your computer system.
- f. If applicable law prohibits the exclusion of any of the warranties, guarantees, conditions or representations referred to above or elsewhere in these Terms, to the extent legally permitted, EEK & SENSE limits its liability for breach of any such warranties, guarantees, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at EEK & SENSE's discretion.

**7.8. Limitation of liability.**

- a. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.
- b. To the fullest extent legally permitted, in no event will EEK & SENSE and/or the GLWS Survey Hosting Platform(s) be liable to you or to any person for any Losses of any type whatsoever related to or arising from: Our Website(s), the GLWS Survey, the Software, any of the GLWS Materials, Products or Services; or any use of any of them or any site, service, product, resource linked to, referenced or accessed through Our Website; or any advice, information or services provided by, or acts or omissions of, a GLWS Accredited Practitioner, Program Manager or User; or from the use, transmission or downloading of, or access to, any materials, information, products or services; including, without limitation, any lost profits, business interruption, lost savings or loss of programs or other data, even if EEK & SENSE is expressly advised of the possibility of such damages.
- c. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort (including negligence) or any other legal theories. To the extent that the above exclusion of liability or any other exclusion of liability contained in these Terms is unenforceable, invalid or ineffective for any reason, it will be severed from these Terms, and EEK & SENSE's maximum aggregate liability for all Losses, damages and other amounts referred to in the relevant exclusion of liability under any cause of action is limited to AUD\$50.00.

**7.9. Respondent Indemnity.**

- a. You agree to indemnify, defend, release and hold harmless EEK & SENSE from and against all Losses made by any person due to or arising out of:

- i. your use of the GLWS Website(s), the GLWS Survey, the Software, the GLWS Products, Materials and Services;
- ii. any violation of these Terms (including warranties expressly given by you in these Terms), any terms and policies it incorporates by reference, the rights of another party, any applicable law, statute, ordinance or regulation;
- iii. any use or misuse of or reliance on any information or materials on the GLWS Website(s), the GLWS Survey, the Software, the Products, Materials and Services;
- iv. your use of or reliance on any advice, information or services provided by a GLWS Accredited Practitioner, Program Manager or User;
- v. any interactions or transactions in which you engage with a GLWS Accredited Practitioner, Program Manager or User.

**7.10. Privacy.**

- a. Your privacy is important to us. Further information about the collection, storage and use of your **Personal Data** is contained in our **Privacy Policy**.
- b. By accessing, browsing or using Our Website, accessing the GLWS Survey and/or by supplying any information (including Respondent Data) to EEK & SENSE, you acknowledge that you have read, understood and agree with the terms of our Privacy Policy. In particular, as a Respondent, you have provided your valid and explicit consent to our and the GLWS Survey Hosting Platform processing of your Personal Data by collecting, storing, using and disclosing your Personal Data as set out in our and our third-party GLWS Survey Hosting Platform provider's policy. If you wish to withdraw such consent, you must promptly notify us so that we can configure the Software so that it does not process your Personal Data.

**7.11. Personal use only.** We provide the GLWS Website(s) and the GLWS Survey (and access to the Software) to you individually and personally. You must not transfer your link to complete the GLWS to a third-party or permit any third-party to access your link. Your right to access and use Our Website(s) and GLWS Survey and Software cannot be transferred to anyone else, and you must not re-sell or distribute the products or services offered by Our Website to anyone else or make other commercial use of Our Website, GLWS Survey, Software or any GLWS Products, Materials or Services without our prior written consent.

**7.12. Cancellations and suspensions.** At our sole discretion, we may at any time:

- a. cancel or suspend your access to Our Website (including the Software incorporated therein) or to the GLWS Survey; or
- b. cancel or suspend the operation of Our Website in its entirety, including the GLWS Survey.

**7.13. Eligibility to complete the GLWS Survey.** The GLWS Survey is only available to persons who are at least eighteen years of age. By accessing the GLWS Survey and by submitting your responses to the GLWS Survey, you warrant that you are at least eighteen years of age. You agree not to impersonate any other person or to use a false name or a name that you are not authorised to use when accessing and completing the GLWS Survey, unless with the express permission of EEK & SENSE. We reserve the right to refuse access to the GLWS Survey by any person for any reason at our discretion.

**7.14. Accessing the GLWS Survey.**

- a. We will provide you by email a confidential and unique link to access the GLWS Survey. You must keep this unique link confidential and take all necessary steps to prevent unauthorised disclosure of or access to your unique link. You are solely responsible for all use of your unique link and for the actions of any person that obtains your unique link. You should notify us immediately by email ([support@glswellbeing.com](mailto:support@glswellbeing.com)) if there is any reason to believe that your unique link is likely to be used in an unauthorised manner. In such a case, we will, within a reasonable time of being notified, cancel the relevant link and send you a new link by email.
- b. You must open (click on) your survey link within the days specified on your email invitation containing the link. The link will expire after this period and you will need to request another link from your GLWS Accredited to access the GLWS. Your Accredited User or Program Manager may or may not charge a fee for the issuance of a new link, and this arrangement is entirely separate from any arrangement between EEK & SENSE and you.
- c. To complete the GLWS Survey, you must provide consent according to the terms outlined in the GLWS Survey which align with our Privacy Policy. If you do not provide consent, you will not be able to complete the survey.
- d. If you do not want to provide consent or want to more time to consider, simply close the survey window. If you decide to provide consent, you can use the same individual unique link to complete the GLWS. The maximum time any link will be available from the time you start the survey differs for each individual and is dependent on the advice we receive from your Accredited User or Program Manager. If unsure, please seek their advice.

**7.15. Your Personal Data.**

- a. You acknowledge and agree that for us to communicate with you and provide you with access to the GLWS Survey, you must provide your GLWS Accredited Practitioner or Program Manager with certain Personal Data (including your name and current email address). We may use your notified email address to contact you or send you notifications and other communications from time to time.
- b. You also acknowledge and agree that;
  - i. you may disclose Personal Data to us in the course of completing the GLWS Survey or using any GLWS Products or Services; and
  - ii. that you have provided your valid consent (via the consent collection on the GLWS Survey) to us collecting and processing your Personal Data in the ways and for the purposes as set out in our Privacy Policy; and
  - iii. that you have given your consent to your GLWS Accredited Practitioner or the Program Manager to collect and disclose to us your Personal Data (First Name, Last Name and email address) for the above purposes.
  - iv. You acknowledge that we may be unable to provide you with access to the GLWS Survey or other GLWS Products or Services, including your Personal Wellbeing Report, or contact you unless you provide us or your GLWS Accredited Practitioner with a current email address and agree to promptly update us and/or your GLWS Accredited Practitioner or Program Manager if you change your email address.
- c. **Transmitting Respondent Data.**

- i. We require all third-parties, including your GLWS Accredited Practitioner and Program Manager, to respect the security of your personal data and to treat it in accordance with the law.
- ii. We will share your Personal Data with third-parties (please refer to our Privacy Policy for more details about how and why we process your Personal Data) and where necessary and as relevant, depending on your applicable Data Protection Legislation, we require those third-parties to enter into data processing and/or data sharing agreements with us, which impose high data protection standards in accordance with the relevant Data Protection Legislation.
- d. You acknowledge and agree that EEK & SENSE does not select your GLWS Accredited Practitioner or Program Manager for you, or require or recommend that you engage with any GLWS Accredited Practitioner or Program Manager in particular. Therefore, when we share your Personal Data with your GLWS Accredited Practitioner, or Program Manager we do so on the basis that you have consented to this transfer via the consent collection in the GLWS Survey.

**7.16. About GLWS Accredited Practitioners and Program Managers**

- a. For the avoidance of doubt, unless it is otherwise explicitly communicated to you in writing, GLWS Accredited Practitioners or Program Managers are not employees or agents of EEK & SENSE.
- b. EEK & SENSE assume no responsibility for any advice, information or services provided by, or any acts or omissions of, any GLWS Accredited Practitioners or Program Manager.
- c. We do not make any representation, warranty or guarantee that the supply of your Personal Wellbeing Report (including Respondent Data) to your GLWS Accredited Practitioner or the debrief session with your GLWS Accredited Practitioner will yield any particular result.
- d. Your GLWS Accredited Practitioner or Program Manager is solely responsible for all queries and complaints concerning the provision of advice, information and services by them to you.
- e. Any disputes between you and a GLWS Accredited Practitioner or Program Manager must be resolved between you and the GLWS Accredited Practitioner or Program Manager without involving us, and you agree not to make any claims or bring any suits or actions against us in connection with any advice, information or services provided by, or any acts or omissions of, any GLWS Accredited Practitioner or Program Manager.

**7.17. Anonymised Respondent Data.**

- a. Despite anything else in these Terms, you acknowledge and agree that EEK & SENSE and its suppliers may from time to time use, disclose or distribute to any person for any reason your Respondent Data *provided that your Personal Data has been removed* from the Respondent Data and the content of the Respondent Data has been modified *so that you cannot be identified* from the Respondent Data and so that it will cease to be Personal Data.
- b. EEK & SENSE or its suppliers may de-identify your Respondent Data and your Personal Wellbeing Report at any time after 18 months have elapsed from the date of preparation of your Personal Wellbeing Report.

**7.18. GLWS Personal Wellbeing Report.**

- a. You acknowledge and agree that your GLWS Personal Wellbeing Report may provide a general indication of personal wellbeing by reference to factors commonly affecting wellbeing. However, the GLWS Survey may not cover all matters affecting or relevant to your wellbeing, given each individual's unique circumstances. Your Personal Wellbeing Report does not purport to be exhaustive or definitive and does not constitute professional counselling or advice.
- b. Without limiting the preceding, you are free not to complete any or every part of the GLWS Survey and agree that if you do not properly complete the GLWS Survey or insert incomplete or incorrect information, your Personal Wellbeing Report cannot be accurate. If you have any concerns about specific aspects of your personal wellbeing, you should consult a suitably qualified professional.

**7.19. Licence.**

- a. You are granted a non-exclusive, non-transferable right to access and use the Software solely for you to complete the GLWS Survey, subject to these Terms (Licence).
  - b. You must not use or access the Software other than strictly in accordance with the Licence.
  - c. Upon termination of these Terms or your account on Our Website, all rights granted to you under the Licence will automatically and immediately cease and you must immediately cease all activities authorised by the Licence. You must notify us of any actual or potential breach of the provisions of these Terms.
- 7.20. If we issue a notice of breach, you must remedy the breach within 7 days of notice (Notice). If you are unable to remedy such a breach within 7 days of the Notice, if the breach is not able to be remedied, if you breach the GLWS Survey Hosting Platform's intellectual property rights or if you suffer an Insolvency Event, these Terms (including the Licence) will terminate immediately.
- 7.21. You grant to EEK & SENSE and the GLWS Survey Hosting Platform a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, transferable, sub- licensable licence to:
- a. reproduce and store your Personal Wellbeing Report and Respondent Data for the purposes of providing the Services;
  - b. communicate and transmit your Personal Wellbeing Report (including Respondent Data) to your GLWS Accredited Practitioner;
  - c. permit your GLWS Accredited Practitioner to download and access your Personal Wellbeing Report (including Respondent Data);
  - d. modify your Respondent Data;
  - e. disclose and distribute to any person for any reason Respondent Data from which your Personal Data has been removed and that has been modified so that you cannot be identified from the Respondent Data; and
  - f. do all acts (including reproducing and otherwise making use of any copyright work which subsists within the Respondent Data) as may be reasonably necessary for the purpose of providing the Services.
- 7.22. This licence in respect of your Respondent Data shall survive termination and expiry of these Terms and survives cancellation or suspension of Our Website or your access to Our Website, the GLWS Survey or any GLWS Products or Services for any reason.

**7.23. Warranties.**



- a. By accessing or using the GLWS Survey or any GLWS Products or Services, you represent and warrant that:
    - i. all information and data you submit to EEK & SENSE from time to time for the purposes of accessing and using the GLWS Survey or any GLWS Products or Services is correct, current and complete;
    - ii. you own all Intellectual Property Rights in the Respondent Data and other materials and information you submit to EEK & SENSE and otherwise have the right to grant the Licence to EEK & SENSE;
    - iii. the exercise by EEK & SENSE of any rights granted to it by the Licence, including the transmission of Personal Wellbeing Reports and Respondent Data to GLWS Accredited Practitioners or Program Manager, will not infringe the Intellectual Property Rights or other rights of any person; and
    - iv. the materials and information you provide to EEK & SENSE, including by completing the GLWS Survey, do not infringe the Intellectual Property Rights or other rights of any person;
    - v. You are solely liable for (and indemnify, defend and hold harmless EEK & SENSE from and against) all Losses suffered by any person directly or indirectly as a result of a breach of any of the above warranties and agree not to bring any claim, action, proceeding or suit against EEK & SENSE in respect of such Losses, or assist any person to do so.
- 7.24. **Mediation.** Any complaint, dispute or controversy arising in any way out of these Terms may at our option be referred to the Australian Commercial Disputes Centre (ACDC) for mediation in accordance with the ACDC Guidelines in force at the date the dispute is referred. Both you and EEK & SENSE agree to participate in mediation in good faith in accordance with the ACDC Guidelines if a dispute is referred to mediation.
- 7.25. **Waiver.** No failures to exercise and no delay in exercising on our part any right or privilege under these Terms operates as a waiver of that right or privilege. A waiver by us of any breach of these Terms does not prevent the subsequent enforcement of that provision and will not be deemed to be a waiver of any subsequent breach of that or any other provision.