

User Terms and Conditions

By accessing and using www.awesomeschools.com and any related website (**Website**) you agree to be bound by our [Website Terms and Conditions of Access](#) and [Privacy Policy](#) (together, **General Terms and Conditions**).

By accessing our Services on the Website, undertaking a Wellbeing Assessment or otherwise registering on the Website, you confirm that you have read, and that you agree with:

- (a) the General Terms and Conditions; and
- (b) these User Terms and Conditions, outlined below,

(together, **User Terms**). We provide our Services to Users subject to the User Terms.

If you have not read, or if you do not accept, our User Terms, you are not authorised to be a User or to otherwise use the Services.

The User Terms may be amended from time to time and it is your responsibility to regularly check this section on the Website to ensure you are aware of our current User Terms.

The User Terms and Conditions and the General Terms and Conditions must be read together. If there is any inconsistency between our User Terms and Conditions and General Terms and Conditions, the interpretation in our User Terms and Conditions will prevail.

1. Operation of Website and Accessibility to our Services

- 1.1. The Website is a venue to conduct online wellbeing assessments for schools and their students, parents and staff, and to provide related information to users and schools.
- 1.2. You may browse our Website to view information about the Services and other content on our Website, subject to our General Terms and Conditions.
- 1.3. You must complete the registration process on our Website and agree to our User Terms if you would like to:
 - a. undertake a Wellbeing Assessment; and
 - b. receive Assessment Data.

2. Registration as a User and use of our Services

- 2.1. For some countries, states and areas you may need to be older than 18 years of age to access our Services and to register as a User on our Website, in which case you must be the relevant age to do so. You agree you can form a legally binding contract under applicable law.
- 2.2. If you are under the relevant age required to form a legally binding contract you must have permission from your Parent to access our Services and to register as a User on our Website, including to engage in Wellbeing Assessments. You agree that you will not use access our Services or register as a User on our

Website (including to engage in Wellbeing Assessments) unless you have permission from your Parent.

- 2.3. An account may only be set up in the name of an individual person and you as the individual must be responsible for that account and only you may access our Services. Your account is non-transferable.
- 2.4. When registering as a User on our Website, you must provide all the information we ask for.
- 2.5. You confirm and warrant that the information you provide to us (during the registration process and process of accessing our Services or undertaking a Wellbeing Assessment) is current, complete and accurate at the time you provide it, and you agree to maintain and update the data as required to keep it so.
- 2.6. Please see our [Privacy Policy](#) for details about how we collect, use, and in what circumstances we disclose, your personal information.
- 2.7. When you register on our Website you will be assigned a password or you will need to choose a password that meets our password requirements. You agree to keep your password confidential. You are fully responsible for all use of your account and your access to our Services, including the access or use of your account by others and you will be liable for all use of your account if that use breaches the User Terms. Any instruction issued or data provided using your email, account or password will be deemed to be an instruction or posting by you and may be acted upon accordingly. You agree to notify us immediately of any unauthorised use of your account or any other breach of security. Upon your notification we will cease to rely on that password.
- 2.8. Registration with us as a User is a privilege and we may cancel, suspend or restrict your registration at any time should you fail to follow our User Terms. We may cancel your registration at our discretion without cause. If we suspend, terminate or restrict your registration you will be prohibited from using the Website (or, where we restrict your use of the Website, you will be restricted to using the Website in the manner we dictate) and/or applying for a new registration.

3. Wellbeing Assessments

- 3.1. Once you have registered as a User, and subject to what the School has chosen to provide or allow, you will be able to engage in Wellbeing Assessments.
- 3.2. The User Data you provide when engaging in a Wellbeing Assessment will allow us to assess your wellbeing, with reference to the questions you answer and the general data we have.
- 3.3. We will retain and may disclose to others your User Data that does not personally identify you. This is so we can analyse the data and provide reports on an aggregate basis.

- 3.4. We will not disclose to the School your User Data that personally identifies you unless the School requires this and you have consented to this.
- 3.5. You will receive a report about your Wellbeing Assessment. The School will also be provided with a report about your Wellbeing Assessment, subject to clauses 3.3 and 3.4 above. The School may receive the report about your Wellbeing Assessment before you do to give the School an opportunity to discuss your report with you one-on-one.

4. Change in Services and Cancellation

- 4.1. We may change or tweak our Services from time-to-time as we see fit. We may stop providing our Services, or certain Services, from time-to-time as we see fit.
- 4.2. We may cancel, suspend or restrict your registration or access to Services at any time should you fail to follow our User Terms, or otherwise at our sole discretion.
- 4.3. You may cancel your registration at any time. On termination of your registration for any reason, you will no longer be able to use or access our Services.

5. User Data

- 5.1. You warrant that all User Data provided to us is true, complete and accurate and is not in breach of our [General Terms and Conditions](#) or any Third Party rights and is otherwise not objectionable, defamatory, obscene, harassing, threatening, incorrect, misleading or unlawful in any way.
- 5.2. You agree to promptly update any changes to your User Data, including your contact details so that we can contact you as needed.
- 5.3. You acknowledge that we cannot provide you with our Services if we do not have the correct information about you, including your contact details.
- 5.4. We acknowledge that you are the owner, or an authorised licensee, of all IP Rights vesting in your User Data. You grant to us a royalty-free, non-exclusive, worldwide licence to use the User Data to provide Services to you and to gather and provide Assessment Data.

6. AWE Content and IP Rights

- 6.1. You may view or otherwise use AWE Content, provided:
 - a. you do not share it with anyone else unless we approve this;
 - b. you only use it for the purpose for which it was provided to you; and
 - c. you otherwise only use it in compliance with these User Terms.
- 6.2. You acknowledge that we are the owner, or an authorised licensee, of all IP Rights vesting in the AWE Content. You may not reproduce or replicate any part of the AWE Content.

- 6.3. Your use of the Website or the Services does not provide you with any IP Rights in relation to the Website or the AWE Content (including improvements made to the AWE Content during the process of us providing Services to you).

7. Liability

- 7.1. You are entirely responsible for what you do with our Services and the Assessment Data. To the fullest extent permitted by law, we exclude all liability and responsibility related to your use of our Services and Assessment Data, what you do with them, and any issues you (or any other person, directly or indirectly) suffer while using our Services or related to such use.
- 7.2. You acknowledge that we are not liable and we take no responsibility for any dealings between you and the School. We are not a party to any such dealings and do not act as an agent or representative for any you or the School.
- 7.3. Although AWE Content is presented in good faith, we make no warranty or representation about the accuracy or completeness of AWE Content. To the fullest extent permitted by law, you agree we will not be liable for any damage, loss, claim or expense suffered as a result of reliance on the AWE Content we provide.
- 7.4. To the fullest extent permitted by law, we exclude all liability and responsibility we may have to you or to any other person under or in connection with these User Terms, the Services or provision of AWE Content. This exclusion applies regardless of whether such liability arises in contract (including breach of implied warranty), tort (including negligence), equity, breach of statutory duty or otherwise, and includes liability for any incidental, consequential, exemplary, special, or indirect damages (including loss of profits, revenues, data and/or use).
- 7.5. Nothing in these User Terms limits rights you may have under the New Zealand Consumer Law relating to the Services we provide. However, if you are a business or if you are located outside of New Zealand, you agree that the New Zealand Consumer Law does not apply to you.
- 7.6. Nothing in these User Terms limits rights you may have under other applicable laws outside of New Zealand relating to the Services we provide. However, if you such laws can be contracted out of, you agree that such laws do not apply to you with respect to our Services.
- 7.7. Our inclusion of links to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, the contents, operations, products or operators of those sites. We take no responsibility for any damage or harm arising out of the inclusion of such links.
- 7.8. As with any use of online services to provide, upload, store or transmit information, there is a risk of unauthorised access or use of that information by others. You agree you bear the risk that any confidential information included in

User Data, including personal information, could be improperly used or disclosed by any other person and you agree that we are not liable for this.

- 7.9. We take no responsibility for system unavailability or for any loss that is incurred as a result of the Website or Third Party software or services being unavailable. Further, you agree we assume no responsibility or liability for the corruption of any Content.
- 7.10. You must take your own steps to ensure that the process which you employ for accessing our Services does not expose you to the risk of viruses or other forms of interference which may damage your computer system or expose you to credit card fraud, which you are responsible and liable for.
- 7.11. We make no representation or warranty that the AWE Content is appropriate for use in all countries or that such content satisfies the laws of any country (including New Zealand). If you choose to use AWE Content, you do so of your own initiative.
- 7.12. You must take reasonable steps to mitigate any loss, damage, cost or expense you may suffer or incur arising out of anything done or not done in connection with these User Terms. We will not be liable for any liability caused by your failure to mitigate any loss, damage, cost or expense.
- 7.13. Where we are unable to limit liability under these User Terms due to an applicable law, you agree that our liability will be limited to the amount you paid us in the preceding three months for the relevant Services.

8. Indemnity

You agree to indemnify and hold us and our officers and employees harmless from any claims, actions, costs (including legal costs), expenses or losses arising (directly or indirectly) out of:

- a. your breach of any of the User Terms;
- b. any transactions with any Third Parties, including Third Party Sites;
- c. any User Data you upload or provide to us;
- d. your use of the Services;
- e. any failure or delay by you to meet your obligations in respect of any dealings with the School;
- f. any reliance by you on AWE Content;
- g. any technical errors or corruption of data on the Website or software required to use the Services; or
- h. reliance by us or any Third Party upon any acts carried out, requests made, or information provided through the use of your account.

9. Dispute Resolution

9.1. If you are unhappy with us or our Services for any reason, we would like to be the first to know. You may do so by contacting Michael Parker, by email: michael.parker@awesomeschools.com.

9.2. Where any dispute arises between us, we (you and us) agree to in good faith use best endeavours to attempt to resolve the dispute amicably through negotiation or other informal means before pursuing any further formal action.

10. No Waiver

No failure or delay by us to exercise any right or remedy provided for under the User Terms, or by law, will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that, or any other, right or remedy.

11. Assignment

We may, at any time, and without the need for further consent from you, assign or transfer all or any of our rights or obligations under these User Terms to any person or party. You may not assign or transfer any of your rights or obligations under these User Terms to any other person without obtaining our prior written consent.

12. Severability

If any portion of these User Terms is deemed to be invalid, illegal or unenforceable the remaining provisions will remain in full force and effect.

13. Third Parties

These User Terms do not confer a benefit on any person who is not a party to the agreement.

14. Entire Agreement

These User Terms supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether verbal or written and constitutes the entire agreement between you and us relating to the subject matter of these User Terms.

15. Applicable Law

15.1. These User Terms are governed by and will be construed in accordance with the laws of New Zealand.

15.2. You submit to the non-exclusive jurisdiction of the courts of New Zealand.

16. Variation

No variation of these User Terms will be effective unless it is in writing.

17. Further Information

If you require any further information, or if you have an issue or complaint, please contact Michael Parker, by email: michael.parker@awesomeschools.com.

18. Definitions

18.1. Assessing Wellbeing in Education Pty Ltd (**AWE**), the owner of the Website, business and related IP Rights, may refer to itself as "we", "our", "us" or "it" throughout any page of the Website, including the User Terms.

18.2. **You**, as a User of the Website, may be referred to as "you", "Student", "Parent" or "Staff".

18.3. In the General Terms and Conditions, the following words have the meanings set out below:

Assessment Data means all data collated by AWE and/or provided by AWE to the School and/or Users relating to results of Wellbeing Assessments completed by Users.

AWE Content means any any text, graphics, user interfaces, visual interfaces, photographs, videos, trade marks, logos, sounds, music, artwork, computer code and other material or data developed, used, provided or displayed by us on the Website or as part of our Services, including Wellbeing Assessment questions and format and Assessment Data.

Content means AWE Content or User Data.

IP Rights means any trade marks, copyright and all other intellectual property rights, including as subsists in the Content.

Parent means a parent or guardian of a Student and that has completed our Parent Registration Process and has agreed to be bound by our User Terms.

Parent Registration Process means the registration process for Parents as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

School means a school that you are connected with that has engaged us to provide our Services and that has allowed you to register for our Services and undertake Wellbeing Assessments.

Services means the services advertised or provided on the Website which AWE has agreed to provide the School.

Staff means staff members of the School and that have completed the Staff Registration Process.

Staff Registration Process means the registration process for Staff as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

Student means a student of the School and that has completed our Student Registration Process and has agreed to be bound by our User Terms.

Student Registration Process means the registration process for Students as provided for on the Website, which includes provision of all information requested by AWE and acceptance of the User Terms.

Third Party means any party that is not a party to these User Terms (i.e. is not you or us), but may include other Users.

Third Party Sites means any Third Party website, site or page (including social media sites and pages).

User means Students, Parents and Staff, as applicable.

User Data means any information provided by Users when registering on the Website or completing Wellbeing Assessments.

Wellbeing Assessment means a wellbeing assessment conducted through the Website.