

## SCREEN WELL – Terms and Conditions

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### 1. Terms of Use

- 1.1. The website at the URL [www.screenwell.com.au](http://www.screenwell.com.au) (**Website**) is owned and operated by Ben Steel ABN 71 334 073 034 (**Screen Well, we, our, us**).
- 1.2. **Your** use of the Website is conditional upon your agreement to, acceptance of and compliance with the terms and conditions set out below (**terms and conditions**). Your use of and/or access to the Website constitutes your agreement to be bound by these terms and conditions.
- 1.3. In addition to the general terms and conditions set out below, certain parts of the Website may be subject to additional specific terms and conditions of use. Such specific terms and conditions form part of the general terms and conditions and are set out below, as well as in the relevant part of the Website. You are also bound by these specific terms and conditions, which you will be deemed to have accepted by your use and/or access to the relevant part of the Website.
- 1.4. These terms and conditions are in addition to any other agreement you may enter into with Screen Well, or any third party introduced by Screen Well, and shall continue to be binding on you notwithstanding any other such agreement you may enter into.

### 2. Intellectual Property

- 2.1. All information, text, material, graphics, software and photographs on the Website (**materials**) are copyright Screen Well, its associated companies, suppliers, and/or licensors unless expressly indicated otherwise. The materials are protected by Australian and international copyright laws.
- 2.2. You must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit, distribute or in any way deal with the material except as expressly provided on the Website, or expressly authorised in writing by Screen Well.
- 2.3. You must not use the Screen Well trademarks, logos or other materials for any purpose without the prior written consent of Screen Well or as specifically set out on the Website.
- 2.4. You may, subject to specific restrictions set out in these terms and conditions, download material from the Website solely for your personal, non-commercial use. You must not distribute such material in any form to any third party. You agree not to change or delete any proprietary notices from any material downloaded from the Website.

### 3. Content

- 3.1. The contents on the Website (**Content**) is for general information purposes only. Any use of Screen Well materials or information by another person or organisation is at the user's own risk. Further, Screen Well does not warrant or make any representations as to any third party products or services described or referred to on the Website.

- 3.2. The Content on this Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content on this Website is not an endorsement of any organisation, product or service.
- 3.3. While care has been taken in preparing the Content on this Website, Screen Well and its employees, related parties, directors, officers, agents, volunteers, contractors and subcontractors will not accept any liability, including for any loss or damage, resulting from the reliance on the Content, or for its accuracy, currency and completeness.
- 3.4. You agree to be solely responsible for the interpretation and use of any Content that you receive, communicate or otherwise provide over the Website.

#### **4. Use**

- 4.1. You agree to use the Website, including all features and functionalities, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content contained on the Website. Except as explicitly set out in these terms and conditions you agree not to archive, reproduce, distribute, modify, display, perform, publish, licence, create derivative works from, offer for sale, or use our Content.
- 4.2. You also agree not to, and not to seek to:
  - (a) circumvent, remove, alter, deactivate, degrade or inhibit any of the content protections in the Website;
  - (b) use any robot, spider, scraper or other automated means to access the Website;
  - (c) insert any code or product or manipulate the content of the Website in any way; or
  - (d) use any data mining, data gathering or extraction method on or in relation to the Website.
- 4.3. You agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Website in any form, including any software viruses or any other computer code, files or programs.
- 4.4. We may cancel your workshop registration (as outlined in clause 5 below) or restrict your use of the Website at any time if you violate these terms and conditions or are engaged in illegal or fraudulent use of the Website.
- 4.5. The Website and Screen Well Workshops may not be used and accessed by users under the age of 18

#### **5. Screen Well Workshops**

- 5.1. To register to access and attend the workshops run by Screen Well (**Screen Well Workshops**) you will be required to register by completing the online registration form.

- 5.2. All information provided during the registration process including personal information will be treated in accordance with our Privacy Policy (see clause 11 below).

## **6. Disclaimers and Limitation of Liability**

- 6.1. To the fullest extent permitted by law:

- (a) all information and materials on the Website is provided “as is” and without warranty of any kind, express or implied;
- (b) all implied warranties as to merchantability and fitness for a particular use or purpose are excluded;
- (c) we and our information providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of any information or materials on Website;
- (d) we make no warranties in respect of human or machine errors, omissions, delays, interruptions, or losses including but not limited to loss of data; and
- (e) we make no warranties that files and/or data available for downloading from the Website, or the server transmitting information and materials to you, will be free of infection, viruses or other code that manifest contaminating or destructive properties.

- 6.2. Further, our liability for the breach of any warranty or condition which cannot by law be excluded shall, at our option, be limited to the following:

- (a) In the case of services supplied by us:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again; and
- (b) In the case of goods supplied by us:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the payment of the cost of replacing the goods or the supply of equivalent goods; or
  - (iii) the payment of the cost of having the goods repaired.

- 6.3. Under no circumstances (including but not limited to any act or omission on our part, our servants or agents) will we or our associated companies be liable for any indirect, incidental, special or consequential damages or loss of profits whatsoever which result from any use of or access to, or inability to use or access the Website or any content or other materials contained on the Website.

## **7. Access and communication**

- 7.1. Screen Well does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website

and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

- 7.2. Details contained on the Website relating to goods and services have been prepared in accordance with Australian law and may not satisfy the laws of another country.
- 7.3. Screen Well provides no warranties and cannot guarantee that any file, program, access or use of the Website is free from viruses, malware or other harmful technology or material which could damage or infect your data, hardware, software or other equipment. By accessing and using the Website you assume all risk in this regard and you release Screen Well from all applicable liability and responsibility.
- 7.4. You are solely responsible for the protection of any usernames and passwords you may use in relation to the Website or any account you may have with Screen Well. We are not responsible for any damage or unauthorised access to information arising from misuse of your passwords, user names or your own or third party computer equipment or networks.
- 7.5. You agree that you shall not use the Website, or attempt to access the Website or the Screen Well network to:
  - (a) upload or use the Website to provide any material to Screen Well which is false, misleading or deceptive;
  - (b) post or upload any material which is libellous, defamatory or which discloses private or personal matters concerning any person, or any material, message, data, image or program which is indecent, obscene or pornographic;
  - (c) impersonate any other person;
  - (d) post or transmit any material, message, data, image or program that would violate the property rights of others, including unauthorised copyrighted text, images or programs, trade secrets or other confidential information, or trade or services marks;
  - (e) interfere with other users use of the Website;
  - (f) post or transmit any file or data which contains viruses or any other contaminating or destructive features;
  - (g) post or transmit any message or material which is harmful, threatening, abusive or hateful;
  - (h) post or transmit charity requests, petitions for signature, chain letters or letters relating to pyramid schemes;
  - (i) send any unsolicited mass emailing to other users of the site; and/or
  - (j) use the Website to conduct any activity or solicit the performance of any activity which is illegal or which infringes the rights of others.

## **8. Indemnity**

- 8.1. You agree to fully indemnify and hold harmless Screen Well, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:
- (a) any breach of these terms and conditions by you; or
  - (b) your access or use of the Website.

## **9. Links**

- 9.1. Access to any Website which may be reached by the hyperlinks on this Website (**linked site**) is subject to any notices, including but not limited to copyright notices, which may appear throughout the linked site.
- 9.2. Accessing a linked site from this Website does not expressly or impliedly constitute any guarantee, undertaking or warranty on the part of Screen Well as to the accuracy, completeness, copyright status or up-to-date nature of the information contained on the linked site. Screen Well will not be liable to the reader or any third party for losses, costs, damaged or other expenses incurred as a result of such access and the use of any information contained on a linked site.
- 9.3. The ability to access a linked site does not:
- (a) constitute express or implied authority to infringe copyright in any material contained on the linked site; and/or
  - (b) imply any connection, sponsorship or affiliation between the linked site and this Website or Screen Well.

## **10. Privacy**

Our Privacy Policy is set out here: <https://screenwell.com/privacy-policy>

## **11. Variation and Termination**

- 11.1. These terms and conditions shall continue to have full force and effect until varied or terminated by Screen Well. Screen Well reserves the right to terminate this agreement and your access to the Website at any time for any reason. The terms and conditions relating to intellectual property, your licences to Screen Well, the indemnity granted by you, and all disclaimers and limitations of liability shall survive the termination of this agreement.
- 11.2. Screen Well reserves the right to vary these terms and conditions at any time by posting new or varied terms and conditions on the Website. You are responsible for reviewing any new or updated terms and conditions on the Website and your continued use of the Website will constitute an agreement to be bound by such updated terms and conditions.

## **12. General**

- 12.1. All references in these terms and conditions to "Screen Well" include its employees, contractors, directors, officers, servants, agents and related entities.
- 12.2. The agreement constituted by these terms and conditions is governed by the laws of the State of Victoria, Australia. You irrevocably submit to the jurisdiction of the courts of that State.
- 12.3. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remainder of the agreement which shall continue to have full force and effect.
- 12.4. The waiver by Screen Well of a breach of these terms and conditions by you shall not be construed as a waiver of any other breach of these terms and conditions by you and shall not in any way restrict Screen Well's right to exercise its rights pursuant to this agreement in respect of any other breach of these terms and conditions.
- 12.5. If you have any questions regarding the Website or these terms and conditions you may contact us at:

Email: [info@screenwell.com.au](mailto:info@screenwell.com.au)

Last updated: March 2022