

COREmpower Terms of Use

Policy No. / Version:	Version 1
Responsible Person:	Christine Thornton
Approved Date:	14 October 2020
Review Date:	

Important Information

The COREmpower online platform is not intended for use by those experiencing acute mental health distress. If you believe you are in acute crisis or suffering a life-threatening situation, please call your local emergency services and ask for an ambulance:

United Kingdom	999
USA	911
Australia	000

1. It is intended that these Terms of Use (Terms) are legally binding. By accessing or using our online platform you are deemed to have accepted them. Our online platform is designed only for people who are located within the UK and Australia.
2. These Terms work with our Privacy Policy, COREmpower Website Privacy & Cookie Policy and our Respecting our Community Guidelines to govern COREmpower's relationship with you in relation to our online platform.
3. The COREmpower online platform is published by our parent company, Core Advanced Technologies Limited/Pty Ltd as the licensed owner of our online platform:
 - a. Registered in England and Wales No. 11302251; and
 - b. Registered in Australia ABN 62 628 292 393.
4. These Terms apply to the COREmpower online platform which includes:
 - a. Our website <https://corempower.com>;

- b. Any interactive facilities or services used or accessed through our online platform (e.g. blog, forum, peer chat, and teleconferencing services) collectively referred to in these Terms as 'online services'; and
- c. Any content or material contained on our online platform or provided to you via email or mobile.

Suspension of Services

- 5. We reserve the right to monitor activity on our online platform. If we reasonably believe any user has breached a term of use, or our Respecting Our Community Guidelines, we may temporarily or permanently suspend access to your account. Before deciding to suspend your account, we will:
 - a. Notify you of an alleged breach in writing; and
 - b. Provide you with the reasons for this allegation; and
 - c. Provide you with an opportunity to respond.
- 6. All breaches resulting in suspensions shall forfeit any monies already paid through our platform.
- 7. COREmpower is not liable for any direct or indirect costs, losses or damage, incurred as a result of any suspension.
- 8. If we believe your conduct poses a threat or danger to another user of our online platform, we may suspend your account without notice.

User Obligations

- 9. The COREmpower online platform components are not diagnostic tools but guidelines to be used as a reference, or in conjunction with a trained mental health professional. They are not to be used as a substitute for independent professional care.
- 10. The quality of services provided on our platform is dependent on the quality of the information you provide to us. It is up to you to determine the accuracy of the information you voluntarily provide to us. However, you must provide:
 - a. A current and accurate emergency contact; and

- b. The basic profile information required for our platform to function.
- 11. Professional advice should not be disregarded or seeking it delayed, due to:
 - a. Any information contained on our online platform, including any results provided as part of our online tools like my story, assessments, resources or via video calls; or
 - b. Any information that you have agreed to receive directly from us through wellbeing and mental health emails; or
 - c. As a result of any advice received through the blog, forum or peer to peer chat facility.
- 12. Where you have engaged third-party services through our online platform:
 - a. Additional Terms of use set by the service provider apply in addition to our Terms, which are not otherwise affected; and
 - b. It is your responsibility to evaluate the completeness, accuracy, reliability and suitability of information contained in linked websites.
- 13. The information you provide to us is used to give you reasonable insight into your mental well-being journey. You should exercise your own judgment with respect to your use of our online platform and carefully evaluate the completeness, accuracy, reliability, suitability and relevance of the available information.

Disclaimer of Liability

- 14. Your use of any information or material on our online platform is entirely at your own risk.
- 15. COREmpower links you to services provided by third parties and does not specifically endorse any organisation, association or entity referred to in, or linked to, our online platform. Views or recommendations provided in third party linked websites do not necessarily reflect those of COREmpower and we have no responsibility for their content.
- 16. The models used to provide our mental well-being insights are subject to continuing research and reasonable differences of opinion among

authorities. No express or implied guarantee is made that such information:

- a. Is complete, accurate, reliable or suitable for your situation; or
 - b. Will meet your mental health or medical requirements.
17. COREmpower accepts no liability for any direct or indirect loss, damage or costs incurred as a result of any situation contemplated under cl. 16.
18. Where you have chosen to engage a third-party service through our platform, the relevant contractual relationship exists between you and the third-party, subject to:
- a. The third-party's own Terms of service; and
 - b. Any applicable industry standards or professional regulations.
19. Any recommendations made by a third party under their own professional obligations are made independently of any obligations by COREmpower. We accept no liability for any situation contemplated under cl. 18 resulting in direct or indirect loss, damage or costs incurred due to any failure of a third party to meet their obligations.

Copyright and Trademarks

20. All intellectual property rights in content on our online platform, including (without limitation) text, graphics, Information, architecture and coding (including any copyright subsisting in them), is owned by Core Advanced Technologies or licensed to us.
21. You may access and download the material on our online platform where available but may not, subject to the Copyright Act 1968 (Cth), modify, publish, transmit, distribute, participate in the transfer or sale, create derivative works, or in any way exploit, any of our content in whole or in part without the prior written permission of COREmpower.
22. Our online platform may contain trademarks owned by Core Advanced Technologies and third parties. You may not display or use in any manner any trademark featured without the prior written permission of the trademark owner.

Linking To and From Our Website

23. COREmpower reserves the right to prevent linking to the Online Services at any time.
24. You are not permitted to use our online platform to sell a product or service, or to increase traffic to your website for commercial reasons.
25. Our online platform contains links to other websites and may be linked to our website only where such a link:
 - a. Is provided without any alteration of the relevant online platform content; or
 - b. Does not reproduce, frame or reformat the files, pages, images, information and materials from this site on any other website; and
 - c. Express prior written permission has been obtained from COREmpower.

Teleconferencing Video Call Services

26. We reserve the right to monitor video calls for safety and compliance purposes.
27. If the call handler reasonably believes you have breached a condition of use, we may:
 - a. Terminate your call;
 - b. Continue your call but cease your camera operation.
28. When using our Teleconferencing services, you must not:
 - a. Attempt to record the video or audio of your video call or take screenshots or copies of images of your video call; and/or
 - b. Abuse, intimidate, threaten or otherwise violate those using or delivering the video call service; and/or
 - c. Engage in behaviour that is pornographic, violent, discriminatory or otherwise offensive; and/or
 - d. Behave contrary to our respecting our community guidelines.

System Requirements

29. Our online platform will require your computer, internet access, device and associated equipment to meet certain technical levels (System Requirements) in order to access all our tools and services.
30. COREmpower takes no responsibility for problems associated with or arising from, your inability to access or receive the services due to your equipment or internet speed not meeting the System Requirements.
31. We accept no liability for any loss, damage, injury, expense or costs incurred directly or indirectly by you, arising out of:
 - a. Your inability to obtain consistent, reliable and uninterrupted access to our online platform; or
 - b. Any damage or interference to your mobile device or any other piece of hardware, software, equipment or any device installed on or used in connection with your mobile device; or
 - c. Mobile data usage that arises in connection with your use of our website, its content or any linked website.

Security, Viruses, Errors and Availability

32. COREmpower does its best to protect our online platform from security breaches by:
 - a. Employing military + Grade security features; and
 - b. Having a security certificate verified by a certification authority.
33. We cannot guarantee that information sent on the internet to or from our online platform will not be intercepted, corrupted or modified by third parties.
34. We accept no liability for any loss or damage caused, directly or indirectly, by any situation contemplated under cl. 33 or any interference with, or damage to, your computer system, device, software or data occurring in connection with our online platform.
35. COREmpower endeavours to ensure that your personal information is secure but it is not possible to safeguard against all possible breaches of security. You are advised to ensure that the computer terminal from which you send email and messages, is secure.

Feedback Facility

36. Our online platform contains a facility allowing you to give feedback and make suggestions. You agree that your use of the feedback facility is subject to the following additional Terms:
- a. any feedback, suggestion or material you may provide will not be treated by COREmpower as confidential;
 - b. Feedback must conform to the COREmpower Social Media Acceptable Use Policy; and
 - c. COREmpower will own any intellectual property rights in or arising from any Feedback.

Updating Terms of Use

37. COREmpower may change the content of our online platform (including these Terms) at any time. Such changes will be made at our discretion and may be changed without notice. By continuing to use our online platform you accept the Terms of Use as they apply from time to time.

Dispute Resolution

38. Any dispute arising out from the use of our platform should be raised with us first. By using our platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.
39. If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with:
- a. A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
 - b. On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:
 - i. Within 5 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

- ii. If for any reason whatsoever, 5 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
 - iii. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
 - iv. The mediation will be held in Victoria, Australia.
40. All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
41. If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.
42. The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Policy Authorisation

Christine Thornton
Chief Executive Officer
COREmpower
14 October 2020