

Website Terms and Conditions (Terms)

PLEASE READ THE TERMS CAREFULLY BEFORE USING THIS SITE

Note: the use of 'you' refers generally to all General Visitors and Clients

1. For the purposes of these Terms:

- a. **Client** means any person who enters information or data on a Page and who is an employee or member of a Customer, or is otherwise entitled to use our services, for example as an immediate family member of an employee, or other authorised agent of a Customer;
- b. **Customer** means an organisation that has engaged us to provide Employee Assistance Programs (**EAP**) and other services;
- c. **General Visitor** means any person who accesses the Site but does not enter information or data on a Page;
- d. **Page** means a page on the Site through which a Client can make an EAP booking (a **Consultation**) by clicking the 'MAKE AN EAP BOOKING' (or similar) button;
- e. **Site** means <https://www.convergeinternational.com.au/> including all pages using the 'convergeinternational.com.au' domain name.

2. Who we are and how to contact us

The Site is a website operated by Converge International Pty Ltd ACN 113 688 627 of Level 16, 180 Lonsdale Street, Melbourne, VIC 3000, email info@convergeintl.com.au (referred to as **we** or **us**).

3. By using our Site, you accept these Terms

By using our Site, and accessing the Page if you are a Client, you confirm that you accept these Terms of use and that you agree to comply with them. If you do not agree to these Terms, you must not use our Site.

4. We may make changes to these Terms

We amend these Terms from time to time. Every time you wish to use our Site, please check these Terms to ensure you understand the Terms that apply at that time.

5. We may make changes to our Site

We may update and change our Site from time to time to reflect changes to our products, our Customers' needs, changes in law and our business priorities. We will try to give you reasonable notice of any major changes.

6. We may suspend or withdraw our Site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them.

7. Your Location

Our Site is mainly intended for General Visitors and Clients who are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations. If you access our Site from outside Australia, you do so at your risk and you are responsible for compliance with laws applicable to your accessing the Site from your location.

8. How you may use our Site

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it, including all trade marks, related names, logos, product and service names, designs and slogans. Those works are protected by copyright and trademark laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others to content posted on our Site.

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 any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- use the Site in any manner that could disable, overburden, damage, or impair the Site;
- use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;
- use any automatic or manual process to reverse engineer or decompile any part of the Site;
- use any device, software or routine that interferes with the proper working of the Site;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- attempt to gain unauthorised access to, interfere with, damage, disrupt or destroy any parts of the Site including its data, the server on which the Site is stored, or any server, computer or database connected to the Site;
- attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Site or use the Site in any other unlawful manner or for any unlawful purpose.

We may report any of the activities above 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 Site will cease immediately.

9. How Clients may use the Page

Clients may use the Page to book a Consultation. This requires the Client to enter your personal and contact details, as well as your preferred Consultation time and place and any free text comments about the Consultation. Clients must not enter false, misleading or deceptive information or data on the Page.

10. Login information

Customers and Clients are solely responsible for protecting the confidentiality of their account login details, including any password. Clients agree to advise us if they suspect any unauthorised use of their login details.

11. Privacy

1. Clients acknowledge that information about you (**Personal Information**) that you enter into the Site via the Page will be held by us. The Personal Information may include text you enter in the 'Comments' text box, such as your reason for the Consultation.
2. By using the Site to book a Consultation, Clients consent to disclosing your Personal Information to us. We will collect, protect and manage Clients' Personal Information in accordance with the *Privacy Act 1998* (Cth) and the terms of our [Privacy Policy](#) (and these Terms).
3. This Personal Information is collected by us to confirm your identity for the purpose of booking the Consultation.

We may also:

- a. process your Personal Information in accordance with our Privacy Policy; and
- b. de-identify and aggregate Personal Information to generate reports and other data which we may use internally or which we may share with our Customers and partners for their own use, or for any legal purpose.
4. Clients acknowledge that our employees or service providers may have access to your Personal Information for the purposes of processing Personal Information or to facilitate the Consultation. These service providers may not be based in Australia. If that is the case, their access to the Client's Personal Information will be by way of remote means only.
5. For information on how to gain access to your Personal Information or other privacy matters, please refer to our [Privacy Policy](#).

12. Email (and mobile) notifications

Upon booking a Consultation on the Page, Clients will receive automated email and/or mobile notifications confirming the details of their Consultation. Clients agree to us sending them these notifications.

13. General Information – no warranties

This Site is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

You agree that you are using the content on our Site for general information purposes only, and you are not relying on the Site as any form of professional or medical advice.

Although we make reasonable efforts to update the information on our Site, we make no representations,

warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.

14. We are not responsible for websites we link to

Where our Site contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

15. Limitation of liability

In no event will we, our related bodies corporate or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our Site, any websites linked to it, any content on our Site or such other websites or any services or items obtained through our Site or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

16. We are not responsible for viruses

We do not guarantee that our Site will be secure or free from bugs or viruses or any other type of malicious code or software. You are responsible for configuring your technology to access our Site. You should use your own antivirus software.

17. Rules about linking to our Site

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.

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.

Our Site must not be framed or mirrored on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our Site other than that set out above, please contact info@convergeintl.com.au.

18. Australian law applies to disputes

These Terms of use, their subject matter and their formation, are governed by the laws of Victoria, Australia. You and we both agree that the courts of Victoria will have exclusive jurisdiction.

Last Updated: 5 December 2021