

TERMS AND CONDITIONS OF USE

Last updated on 5 July 2021

In order to access or use any services, materials, content, program or information provided by Lifeline Australia (ACN 081 031 263) ("**Lifeline**") ("**Lifeline Content**") to you in any manner whatsoever, including by hard copy or on any digital platform, you must read, agree and accept all of the following Terms and Conditions.

By electronically accepting the Terms and Conditions, you agree to be bound by the Terms and Conditions, and any Lifeline policies that are either accessible at <https://www.lifeline.org.au/policies/> or notified to you from time to time.

The Terms and Conditions are effective and binding on and from the date of acceptance of the Terms and Conditions. Lifeline reserves the right to update and amend the Terms and Conditions in accordance with Clause 9. [You can review the latest version of these Terms and Conditions at any time at <https://www.lifeline.org.au/policies/>.

1. Intellectual Property Rights

- 1.1 You acknowledge and agree that nothing in these Terms and Conditions has the effect of transferring the ownership of any intellectual property rights, proprietary rights and related rights, anywhere in the world, registered or unregistered, including the rights to patents, copyright, designs, trade marks, know-how, inventions, trade secrets and any application or right to apply for registration of any of the aforementioned rights (collectively, "**Intellectual Property Rights**") of a party.
- 1.2 Lifeline owns all rights, title and interests in the Lifeline Content, including all associated Intellectual Property Rights.
- 1.3 You acknowledge and agree that Lifeline owns the Intellectual Property Rights in the Lifeline Content on and from creation, including for the avoidance of doubt throughout the duration of your use or access of the Lifeline Content.

2. Third Party IP

- 2.1 You acknowledge and agree that the Lifeline Content may contain the Intellectual Property Rights of a third party that has been licensed to Lifeline ("**Third Party IP**").
- 2.2 You must not do anything, or cause anything to be done, that will cause Lifeline to breach the rights granted to Lifeline for any Third Party IP, and must comply with any directions given by Lifeline in relation to Third Party IP.
- 2.3 You agree to indemnify Lifeline from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against Lifeline arising out of or in connection with your use of the Lifeline Content that breaches Clause 2.2, which a third party alleges is unauthorised use or infringement of any of its Third Party IP.

3. Licence

- 3.1 Subject to Clause 3.2, Lifeline hereby grants to you a non-exclusive, revocable, non-assignable, non-transferable, royalty free (excluding the right to sub-licence) licence to access and use the Intellectual Property Rights owned by Lifeline in the Lifeline Content ("**Lifeline IP**") in accordance with the Terms and Conditions and solely for:
 - (a) undertaking the Lifeline training program; or
 - (b) delivering the Lifeline training program to Lifeline customers; or
 - (c) otherwise, the sole and exclusive benefit of Lifeline, ("**Limited Purpose**").
- 3.2 The licence granted to you by Lifeline in Clause 3.1 does not permit you to:

- (a) without limiting Clause 7, disclose the Lifeline IP to any other person, except as required for the Limited Purpose, or as Lifeline in its absolute discretion may otherwise agree to;
- (b) manufacture, sell, license, transfer, commercialise or otherwise exploit all or any part of the Lifeline IP for any reason (including the Limited Purpose);
- (c) subject to Clause 4, modify all or any part of the Lifeline Content for any purpose, except for:
 - (i) the Limited Purpose; and
 - (ii) with Lifeline's prior written consent; or
- (d) reproduce or copy all or any part of the Lifeline Content for any purpose, except for the Limited Purpose.

4. Modifications to Lifeline Content

- 4.1 All Intellectual Property Rights in any modifications, developments or improvements to the Lifeline Content created by you will be automatically assigned to Lifeline immediately upon creation and Lifeline grants to you a licence back pursuant to Clause 3.1, without the need for any further formality or documentation.
- 4.2 Lifeline retains all rights to demand inspections of any modifications to Lifeline Content under Clause 3.2(c) and licenced back to you under Clause 4.1 at any time.
- 4.3 If following an inspection under Clause 4.2, Lifeline in its absolute discretion determines that the modification to Lifeline Content is unsatisfactory in any way, the licence granted to you under Clause 4.1 may be revoked in accordance with Clause 8.2.

5. Lifeline Trade Marks

- 5.1 You acknowledge and agree that Lifeline is the registered owner of the following registered trade marks [395817](#), [657428](#), [889692](#), [889695](#), [1223848](#), [1223865](#), [1223871](#), [1223918](#), [1436036](#), [1447988](#), [1447994](#), [1472642](#), [1567521](#), [1567532](#), [1568370](#), [1568928](#), [1568936](#), [1635489](#), [1635498](#), [1740531](#), [1906048](#), [1906049](#) and any other trade marks registered (or that will be registered) in the name of Lifeline (collectively, the "**Lifeline Trade Marks**"), and as the registered owner, Lifeline has exclusive rights under the *Trade Marks Act 1995* (Cth) to use and authorise other persons to use the Lifeline Trade Marks.
- 5.2 Without limiting any other clause, if your access or use of the Lifeline Content involves the use and application of the Lifeline Trade Marks, you will
 - (a) use and apply the Lifeline Trade Marks strictly in accordance with any directions issued by Lifeline; and
 - (b) not do anything that would diminish the value in, reputation or goodwill of the Lifeline Trade Marks, including if Lifeline consents to any modifications to the Lifeline Content in accordance with Clause 3.2(c).

6. Your Rights and Obligations

- 6.1 Except for the licence granted under Clauses 3.1, 4.1 or otherwise expressly provided in the Terms and Conditions, Lifeline does not grant any right or licence in any Intellectual Property Rights belonging to Lifeline whether by implication, estoppel, or otherwise.
- 6.2 Without limiting any other clause, you will not file any patent, trade mark, copyright, business name or other regulatory applications relating to any Lifeline Content, or otherwise any Intellectual Property Rights of Lifeline or anything confusingly or substantially similar thereto worldwide.
- 6.3 You agree that all use of the Lifeline Content, and any goodwill associated with Lifeline, shall vest in and is for the exclusive benefit of Lifeline.

- 6.4 You must promptly notify Lifeline after becoming aware of any suspected or actual infringement of Lifeline IP by you or any other person, or unauthorised use of the Lifeline Content. You must also take reasonable care to protect all such Lifeline IP and Lifeline Content from infringement, unauthorised use or damage.
- 6.5 Any rights granted to you to the Lifeline Content under the Terms and Conditions is subject to your prompt compliance with any directions issued by Lifeline (including under Clause 2.2 and Clause 5.2(a)).

7. Confidentiality

- 7.1 You must keep confidential all:
- (a) Lifeline Content;
 - (b) information provided to you by Lifeline that is expressly stated to be confidential; and
 - (c) information that you know (or ought to know) is confidential, (collectively, "**Confidential Information**").
- 7.2 You may not use or disclose to any other party any Confidential Information for any purpose other than that which the information was disclosed (except to the extent required by law).

8. Suspension and Revocation

- 8.1 You must not do anything to cause or contribute to any costs, expenses, losses, liability or damages incurred or suffered by Lifeline, including in accessing or using the Lifeline Content.
- 8.2 You agree that Lifeline shall be entitled to recover any reasonable costs, expenses, losses, liability or damages incurred or suffered as a result of the your failure to comply with a material term of the Terms and Conditions, including Clause 8.1.
- 8.3 Without limiting any other clause, Lifeline may in its absolute discretion revoke, suspend, limit or terminate your access to the Lifeline Content for any reason and at any time upon giving satisfactory notice.
- 8.4 Lifeline may request at any time that you promptly return to Lifeline, delete or destroy, all copies of all, or part of any, Lifeline Content in your possession or control, including if Lifeline exercises its rights under Clause 8.3. Immediately following your compliance with such a request, you must notify Lifeline in writing that such a request has been fully complied with, and if required by Lifeline, provide evidence of the deletion or destruction of all copies of all, or part of any, Lifeline Content.

9. Variation

- 9.1 Lifeline may waive, amend, correct, vary, update, supplement or replace the Terms and Conditions, in part or in its entirety, at any time without notice.

10. Governing Law

- 10.1 Any disputes that arise in relation to your access or use of the Lifeline Content will be governed by the laws in force in New South Wales, Australia.