

# TERMS AND CONDITIONS

Welcome [www.soundsgoodtome.com.au](http://www.soundsgoodtome.com.au) (Sounds good to me site).

## DEFINITIONS

Confidential information - is information provided to HealthWISE when subscribing as a member or in one on one coaching calls

Educators – refers to early childhood educators

Events - refer to group promotion, education and networking offered to members, registered users and the general public either on-line or in person

HealthWISE - refers to New England North West Health trading as HealthWISE which wholly owns Sounds good to me

Member - is a current financial subscriber to Sounds good to me

Products - refers to online courses, resources and information accessed on the Sounds good to me site

Registered user - is a user who has been given access to the Site by a Member

Services - refers to oral and written advice, support and/or coaching accessed by telephone, online and/or in person related to the use and access of the Sounds good to me site

Service participants - refers to employees and/or contractors or other representatives of HealthWISE delivering the Sounds good to me products and services

Sounds good to me (**'HealthWISE'**) - refers to all products and services associated with the Sounds good to me site and the Sounds good to me community wholly owned by HealthWISE

Sounds good to me Community- refers to the Sounds good to me site, Facebook social media groups, other online or in person forums

Sounds good to me site (**'this Site'**) - all content located at [www.soundsgoodtome.com.au](http://www.soundsgoodtome.com.au)

Terms - refers to the terms and conditions detailed in this document

Your content - is non-confidential posts, comments, photos, messages or other material made by members within the Sounds good to me Community

## INTRODUCTION

This Site gives you an opportunity to browse and purchase products and services for Educators offered by Sounds good to me (**HealthWISE**).

These Terms and Conditions (**Terms**) govern your use of the Sounds good to me site, as well as products and services, and form a binding contractual agreement between you and HealthWISE (**we or us**).

These Terms are important and you should ensure that you read them carefully and contact [info@soundsgoodtome.com.au](mailto:info@soundsgoodtome.com.au) if you have any questions before purchasing products or services.

These Terms constitute the entire and only agreement between you and HealthWISE and supersedes all prior agreements, conduct, representations and understandings whether oral or in writing.

The products and services are intended for use by people aged 18 and over.

### **ACCEPTANCE OF TERMS**

1. By accessing, downloading or using the products, services and/or events offered on this Site, whether or not you register as a member, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. HealthWISE may change all or part of these Terms at any time. If so, the new terms and conditions will be posted on this Site. Your continued use of this Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact [info@soundsgoodtome.com.au](mailto:info@soundsgoodtome.com.au) and immediately discontinue your use of the products and/or services.

### **GENERAL DISCLAIMER**

3. Sounds good to me products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you during our provision of the products and/ or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek your own professional advice.
4. HealthWISE provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
6. You acknowledge and agree that HealthWISE, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

## REGISTERING YOUR DETAILS

7. Before you purchase products and/or services, you must register an account with HealthWISE.
8. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
9. We may at any time request a form of identification to verify your identity.
10. If you are a member or a registered user to this Site, you acknowledge and agree that:
  - a. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
  - b. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
  - c. You will immediately notify us if your Password is lost or becomes known to any other person;
  - d. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
  - e. Any information you provide to us for posting or inclusion in the Sounds good to me Community, at any time, is no longer confidential and becomes the property of HealthWISE.
11. To the extent that you provide personal information, HealthWISE will treat such information strictly in accordance with its Privacy Policy.
12. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.
13. Where a member is for one user only, you will not let any other person use your Password or any registered user or member services.

## YOUR OBLIGATIONS

14. When using our products and/or services, you may be given access to Facebook social media groups, other online or in person forums (**Sounds good to me Community**) or events in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Sounds good to me Community any of the following:
  - a. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, racist, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, offensive, inflammatory or otherwise objectionable.
  - b. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

- c. Information that includes personal or identifying information about another person without that person's consent.
  - d. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
  - e. Any information or content that impersonates any person or entity.
  - f. Any material or non-public information about companies without authorisation to do so.
  - g. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
15. By posting or otherwise publishing Your Content on our Site or the Sounds good to me Community, you:
- a. Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
  - b. Warrant that you have the right to grant the above licences;
  - c. Warrant that Your Content does not breach these Terms; and
  - d. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
16. We reserve the right (but have no obligation) to:
- a. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
  - b. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## **CODE OF CONDUCT**

17. This Site and the Sounds good to me Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.
18. Whilst using this Site and/or the Sounds good to me Community, you will not:
- a. Contact anyone who has asked not to be contacted.
  - b. Collect personal data about other members and registered users for commercial or unlawful purposes.
  - c. Infringe other members and registered user's privacy rights.
  - d. Violate the intellectual property of others.
  - e. Post anything that contains software viruses, worms or any other harmful code; or
  - f. Use manual or automated software, devices, script robots, other means or processes to access this Site, the Sounds good to me Community or any related data or information.

19. Please see our Sounds good to me Community Guidelines in the appendix to these Terms for more information.

## **CONFIDENTIALITY**

20. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, **Confidential Information**) and by using our products and/or services, you agree to respect the same rights of the other HealthWISE product and/or services participants (**Participants**) and representatives of HealthWISE.

21. You agree:

- a. That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
- b. Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
- c. That all materials and information provided to you by us, unless otherwise acknowledged, are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
- d. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

22. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## **COPYRIGHT AND TRADEMARK NOTICES**

23. All material on this Site, in the Sounds good to me Community or otherwise delivered by us, unless otherwise acknowledged, including (but not limited to) course content, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you wish to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

24. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

25. HealthWISE and Sounds good to me are unregistered trademarks owned by New England North West Health Ltd (ACN 614 565 445).

26. The trademarks, logos, and service marks of HealthWISE and Sounds good to me displayed on our Site are the registered and/or unregistered trademarks of HealthWISE. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to HealthWISE, in any manner that is likely to cause confusion with customers, or in any manner that disparages HealthWISE.
27. Nothing contained on this Site or in our Sounds good to me Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without our express written permission.
28. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that HealthWISE will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

### **RIGHT TO SUSPEND, TERMINATE AND REFUND**

29. We reserve the right to suspend or terminate your use of the Site, the Sounds good to me Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.
30. Refunds are not provided for our products and/or services, including where you have been given access to Our Content or the Sounds good to me Community, whether accessed by you or not, *unless* we are in breach of the *Australian Consumer Law*, as set out in Schedule 2 to the *Australian and Competition Act 2010* (Cth).

### **FINANCIAL TERMS**

31. The cost, cancellation and refund, if any, details of our products and services are set out below:

<b>Product or Service</b>	<b>Recommended Retail Price (in AUS dollars)*</b>	<b>Duration</b>	<b>Cancellation</b>	<b>Refund</b>
Sounds good to me (online course) and Sounds good to me Community	\$797	12 months	n/a	n/a

32. Invoices for the Sounds good to me program are automatically generated and can be requested at any time by emailing [admin@soundsgoodtome.com.au](mailto:admin@soundsgoodtome.com.au)

33. Some of our payments are operated through an online and automated billing system (**Online Payment**). Where your payments are made via Online Payment:
  - a. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
  - b. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
34. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
35. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
36. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
37. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
38. We endeavor to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.
39. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.
40. From time to time, HealthWISE may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be a member in good standing at the time of purchase.

## **EVENTS**

41. Events are strictly for those over 18 years to ensure professionalism and a quiet working environment for all other attendees.
42. HealthWISE reserves the right to exclude you from any Event should you, in HealthWISE's sole determination, become disruptive.
43. You understand and acknowledge that HealthWISE and/or its representatives may record any aspect of an Event (**Recordings**). Those Recordings may be in the form of audio, video or still photography, and those Recordings may be used in the production of marketing or other materials to be used by HealthWISE.

44. You hereby waive any and all legal rights you may have against HealthWISE in respect of Recordings of your participation in the event and grant to HealthWISE the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.
45. You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.
46. You hereby release, discharge and agree to hold harmless HealthWISE from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.
47. You acknowledge and understand that you are not permitted to make any of your own Recordings at any Event, webinar or other in-person forum.
48. In the unlikely event that HealthWISE cancels an Event, you will receive a full refund of the purchase price paid for the Event. HealthWISE will not reimburse any optional expenses including but not limited to travel and accommodation.
49. Payments made by credit card will be automatically processed on the monthly due date. If the credit card payment is defaulted or not received for any reason, attempts to charge will be made in the following days/weeks. If the card continues to default the payment, or if a charge-back is claimed by the client or their bank, the matter will be handled internally with written notice or transferred to a debt collection agency at your cost.

#### **LIABILITY IS LIMITED**

50. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under the *Australian Consumer Law*.
51. We do not make any express or implied representation or warranty about, or shall not be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of this Site, the Sounds good to me Community or Our Content.
52. We will not be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised

use, performance or non-performance of or reliance upon this Site, the Sounds good to me Community or Our Content.

53. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:
- a. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
  - b. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
  - c. Accessing websites or servers maintained by other organisations through links on our Site, the Sounds good to me Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
  - d. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.
  - e. Loss of expectation of anticipation of results from using our products.

#### **YOUR INDEMNITY**

54. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within this Site, the Sounds good to me Community or through use of our products or services.

#### **NO ASSIGNMENT**

55. You cannot transfer or assign your registration.

#### **DISPUTE RESOLUTION**

56. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause and any party claiming that a dispute exists

must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.

57. In the case of claims against us, all notices are to be provided to [admin@soundsgoodtome.com.au](mailto:admin@soundsgoodtome.com.au)
58. If the dispute is not resolved by agreement within five (5) business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five (5) business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
59. Once a mediator is appointed, the parties agree that:
  - a. The costs of the mediator shall be borne equally between the disputing parties.
  - b. The chosen mediator shall determine the procedures for mediation.
  - c. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
60. If the parties have not mediated a resolution of the dispute within ten (10) business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
61. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
62. Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
63. This clause survives termination of these Terms.

#### **APPLICABLE LAW**

64. These Terms shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales, Australia to determine any matter or dispute which arises between us.

#### **YOUR FEEDBACK**

65. We welcome enquiries or feedback on this Site. Unless specifically stated by you, we shall treat any enquiries or feedback you provide us with, as non-proprietary and non-confidential.
66. If you have questions or comments regarding this Site, or Sounds good to me products or services, please email us at [admin@soundsgoodtome.com.au](mailto:admin@soundsgoodtome.com.au).

## **Company Details**

**Trading Name:** HealthWISE New England North West

**ABN:** 603 486 442

**Country:** Australia

**Telephone Number:** 0267661394

**Email:** admin@soundsgoodtome.com.au

## **APPENDIX**

### **SOUNDS GOOD TO ME COMMUNITY GUIDELINES**

Educators are welcome here. We have community members of all skill and experience levels. We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

- **Educators of all levels are welcome here.**  
We have members of all skill and experience levels.
- **Keep it respectful**  
Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.
- **No pitching to the group**  
We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your business leads.
- **No gated content**  
Content posted in the groups cannot be used to harvest business leads in any way. If you need feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.
- **Respect confidentiality**  
Content in the Sounds good to me Community groups cannot be collected, repackaged, and/or shared outside the group. Members of the community have a

right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.

- **Keep it on topic**

We reserve the right to remove posts based on off-topic content or offensive content.

- **Report posts that are breaking group policies**

Due to the large amount of people in our groups and communities, it is sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manager directly via private message so our team can review them.

- **Breaking the rules**

If you are deemed to be breaking the rules of the group, HealthWISE reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.

## **ACCEPTANCE OF TERMS**

1. You agree to be bound by this Agreement, which you acknowledge that you have read and understood when you:
  - a. provide us with instructions to commence with the services and products; or
  - b. process or make payment of any amount for the services and products; or
  - c. you return a signed copy of this Agreement; or
  - d. you give your acceptance either through signature or clickable agreement on this Site [www.soundsgoodtome.com.au](http://www.soundsgoodtome.com.au)
2. We may change all or part of this Agreement at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of this Site will constitute your acceptance of any changes. If you object to any changes to the Agreement, your only remedy is to contact us and immediately discontinue your use of the Services.