



TERMS AND CONDITIONS – NEW WAVE ENGAGE

Last Updated: 1st September 2021

Acceptance of the Website Terms and Conditions of Use

These website terms and conditions for New Wave Engage - <https://www.nwengage.com.au/> constitute a legal agreement and are entered into by and between you and New Wave Engage ("Company," "we," "us," "our"). The following terms and conditions, together with the Privacy Policy (collectively, these "Terms and Conditions"), govern your access to and use, including any content, functionality, and services offered on or through https://www.nwengage.com.au (the "Website").

By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Site and Services and all Collective Content, and constitute a binding legal agreement between you and us.

Please read carefully these Terms and our Privacy Policy, which may be found at _____ (link to privacy policy), and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

The use of this Website constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms of Use" link that appears at the bottom of the Website.

This website reserves the right to recover the cost of services, collection charges and lawyers fees from persons using the Site fraudulently. This website reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS WEBSITE, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING,



AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

Definitions and Interpretation

- I. "Agreement" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the website and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.
- II. "Customer" means the Company or entities that avail our services.
- III. "User content" means all Content that a user posts, uploads, publishes, submits or transmits to be made available through our website.
- IV. The official language of these terms shall be English.
- V. The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

Modifications to the Terms and Conditions and to the Website

We reserve the right in our sole discretion to revise and update these terms and conditions from time to time. All such modifications are effective immediately upon posting and apply to all access to and continued use of the Website. You agree to periodically review the terms and conditions to be aware of any such modifications and your continued use shall be your acceptance of these.

The information and material on this Website, and the Website, may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is restricted to users or unavailable at any time or for any period.

Your Use of the Website and Security

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Using our services pertaining to youth mentoring and empowerment requires registration via referral forms. It also requires providing a written detailed report of the young child supported by New Wave Engage to the referring caseworker. This report outlines the time, date, collection point for the child/young person, number of sessions, length of session and the progress undertaken in the session. It may include photos or videos of the child/young person undertaking an activity. Each session includes a report, and it is included as part of the costings of the program. Each report is saved and backed up in a third-party cloud service provider such as Apple iCloud. Such report is saved under the child/young person's folder, with access only being granted to the Director of New Wave Engage.

Reports are provided to the referring service within three (3) days of a session. The reports are provided through secured email and flagged sensitive



Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Your provision of registration information and any submissions you make to us through any functionality such as e-mail, referral forms, and reports (collectively, "Interactive Functions") constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

You are prohibited from attempting to circumvent and from violating the security of this Website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Website owner's ability to monitor the Website; (f) using any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Website.

Intellectual Property Rights and Ownership

You understand and agree that the Website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

New Wave Engage, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action. You may only use the Website for your personal and non-commercial use.

We have no obligation, nor any responsibility to any party to monitor the Website or its use.

No Reliance

The content on our website is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or



professional advice before taking, or refraining from, any action or inaction based on the content on our site.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties, or guarantees, whether express or implied, that the content on our website is accurate, complete, or up to date. Your use of the Website is at your own risk and [neither] the Company [nor its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors] [has no/have any] responsibility or liability whatsoever for your use of this Website.

This Website may include[s] content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. New Wave Engage have no/have any responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

Fees and Payments

If the user books the service, he shall make a payment of ___ % of the total amount and shall pay the remaining ___ % after the services are availed.

An invoice shall be sent to you, after the services are availed, which shall be paid by you within 2-3 business days.

The mode of payment shall be _____.

Cancellation and Refund

The Cancellation and refund policy is available on _____.

Sessions

New Wave Engage charge for a minimum four (4) hours per session and a total of twelve (12) sessions in total.

Each of these sessions shall consists of the following:

- Two (2) hours of face-to-face mentoring or online via Zoom call, Google meet, or any video conferencing app;
- One (1) hour of travel time; and
- One (1) hour of report writing.



Termination

- I. We may terminate your access to and use of the Services for any or no reason, or if you breach any material terms of this Agreement, including if we are unable to charge your chosen payment method. Upon termination, you must stop using the Services.
- II. Without limiting the foregoing, we may further suspend the services offered to you or your access to and use of the Services if we reasonably suspect that you have not complied with any of the provisions of this Agreement without notice.

Privacy

By submitting your personal information and using our Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Website and provision of services relating to youth empowerment.

By using this Website you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Website may not function adequately. For more information on this automated information gathering practices, see our Privacy Policy which is available on _____.

Third-Party Websites

For your convenience, this Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from this Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

Geographic Restrictions

The owner of the Website is based in Australia. We provide this Website for use only by persons located in Australia. This Website is not intended for use in any jurisdiction where its use is not permitted. If you access the Website from outside Australia, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR



NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEW WAVE ENGAGE MAKE NO WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE COMPANY BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, 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, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of



or relating to your breach of these Terms and Conditions or your use of the Website, Other than as expressly authorized in these Terms and Conditions.

Governing Law

The Website and these Terms and Conditions will be governed by and construed in accordance with the laws of Australia applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of Australia and notwithstanding your domicile, residence, or physical location.

Dispute Resolution

I. Generally, transactions are conducted smoothly on our website. However there may be some cases where we and you may face issues. A 'Dispute' can be defined as a disagreement between you and us in connection with a transaction on the Website.

II. In the interest of resolving disputes between you and us in the most expedient and cost-effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

III. The venue for arbitration shall be decided by the Company at the time of arbitration and the seat of Arbitration shall be _____ and the language used for arbitration shall be English.

IV. The award of the arbitration shall be binding on both, you and us.

V. The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term



or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from us on this Site and other than generally available third-party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

Force Majeure

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- (a) acts of god;
- (b) natural disasters;
- (c) sabotage;
- (d) accident;
- (e) riot;
- (f) shortage of supplies, equipment, and materials;
- (g) strikes and lockouts;
- (h) civil unrest;
- (i) Computer hacking; or
- (j) malicious damage.

Digital Signature



- I. By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register with us and start using our services. Your registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.
- II. In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the website, you give us permission to provide these records to you electronically instead of in paper form.
- III. By using this Website, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address provided by you. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.
- IV. In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your personal information on the website or by contacting Customer Support.

Entire Agreement

The Terms and Conditions and our Privacy Policy constitute the sole and entire agreement between you and New Wave Engage regarding the Website and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

Contact

This website is operated by New Wave Engage. All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to james@nwengage.com.au.