

Mental Health First Aid International Conditions of Website Use and Conditions of Sale

Conditions of Website Use

The following are the conditions on which Mental Health First Aid International (**MHFAI**) permits users to:

- i. access and use the MHFAI website at <https://mhfa.com.au> (Website) and MHFAI's services and functionality made available through the Website;
- ii. view and interact with any content, Information, communications, advice, text or other material provided by MHFAI; and
- iii. upload content, including information, content, text or other material to the Website; and
- iv. communicate with MHFAI.

You agree to be bound by these conditions when you use, browse or access the MHFAI Website.

MHFAI may from time to time review and update these conditions. These conditions are subject to change at the sole discretion of MHFAI. Your use of the Website will be governed by the most recent conditions posted on the Website and provided to you via the Website. By continuing to use the Website, you agree to be bound by the most recent conditions.

1. User Accounts

- a. To access certain features and functionality of the Website, you may have to register as a user and obtain an account by providing information required at registration and agreeing to these conditions. You warrant that you are of legal age to form a contract in the place where you are accessing the Website.
- b. You agree that you are responsible for all activities that occur under your Account.
- c. MHFAI accepts no liability for the misuse of users' passwords and Accounts. You agree to notify MHFAI if your password is lost, stolen, disclosed to an unauthorised third party, or otherwise compromised.

2. Prohibited Activity

You shall not:

- a. Use the Website for any activities, or post or transmit to or via the Website any information or materials, which:
 - i. breaches any laws or regulations, infringes a third party's rights or privacy, or which are contrary to any applicable standards or codes
 - ii. interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the Site
 - iii. is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;
- b. make any fraudulent or speculative enquiries, reservations or requests using the Site;
- c. provide false information when registering or changing your registration details;
- d. bypass (or attempt to bypass) any security mechanisms imposed by the Website;
- e. damage or tamper with the operation of the Website;
- f. remove, modify or obscure any copyright, trade mark, or other proprietary right notices that appear on the Website; and
- g. use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights.

3. Privacy

- a. Any personal information submitted by you (whether personal information of you or another individual which you have the necessary consents to provide) to MHFAI is subject to and will be handled in accordance with MHFAI's Privacy Policy. The Privacy Policy can be found at <https://mhfa.com.au/privacy>. You agree that, by using the Website or communicating with MHFAI, you have read the Privacy Policy, understood its contents and consented to its requirements.
- b. You must not upload any personal information of another individual to the Website unless you first make them aware of MHFAI's Privacy Policy and have their consent to upload such personal information.

4. Electronic Communications

- a. When you send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, or by posting e-mail messages or communications on the Website. You consent to receive communications from us electronically and agree that communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Website Use

- a. MHFAI will not be liable for any damages (including direct, indirect, consequential, incidental and exemplary) in the event that this site is unavailable to users (by virtue of interruption, suspension or termination) for any reason, including due to computer or communications link downtime attributable to malfunction, upgrades or preventative or remedial maintenance activities.
- b. To the maximum extent permitted by law, MHFAI will be under no liability to users in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of your use of the Website (including services and functionality made available through the Website, MHFAI Content or User Content), including loss caused by Users' failure to provide all the information required if applicable.

6. Warranties and Liabilities

- a. Nothing in these conditions excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law being Schedule 2 to the Competition and Consumer Act 2010 (Cth) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- b. MHFAI does not provide and has no control over communications, networks or services, used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.
- c. Users warrant that all information they provide on the site is accurate, does not breach any law or the rights of any person.

7. Intellectual Property

- a. All content included in or made available through the MHFAI Website, such as text, graphics, logos, images, audio clips, digital downloads is the property of MHFAI or its content suppliers and is protected by Australian and international copyright and authors' rights laws.
- b. You may not reproduce or use any content or documents on the MHFAI website without the written permission of MHFAI. To seek the permission of MHFAI to utilise, distribute or

reproduce any document, image, clip, download or part thereof on the MHFAI website please email mhfa@mhfa.com.au and identify the source article or document and provide details of its intended purpose or distribution.

- c. You may not upload a MHFAI document to a file hosting service, which others can then download, without first seeking the permission of MHFA.
- d. You may not modify, sell, reproduce, distribute or display the content on this Website for any commercial purpose.

8. Website Disclaimer

- a. The information on the Website is provided as a service to the public and offers general information only. It is not intended to be and should not be relied on as a substitute for specific medical or health advice.
- b. While every effort is taken to ensure the information is accurate, MHFAI makes no representations and gives no warranties that this information is correct, current, complete, reliable or suitable for any purpose. We disclaim all responsibility and liability for any direct or indirect loss, damage, cost or expense whatsoever in the use of or reliance upon this information.
- c. The Website may contain links to linked websites controlled or produced by other organisations. The links are provided for convenience only and are not an endorsement of any products or services at those other websites, which also may not remain current or be maintained.

9. Breach of Conditions

- a. Upon any breach of these conditions, or inappropriate use of the Website as determined by MHFAI in its sole discretion, MHFAI reserves the right to terminate your Account.

10. Overseas Access

- a. MHFAI makes no representation or warranty that any offering or content accessible through the Website is appropriate or available for use in locations outside Australia. If you choose to access the Website from other locations, you do so at your own risk and are responsible for compliance with all applicable laws.

Conditions of Sale

These Conditions of Sale govern the sale of products on <https://mhfa.com.au>

Please read these conditions carefully before placing an order or enrolling in a course. By placing an order or enrolling in a course, you agree to be bound by these conditions

11. Contract

- a. Your order is an offer to us for you to buy the product(s) in your order. When you place an order to purchase the product(s) from us, we will send you a message confirming receipt of your order and containing the details of your order (the "Order Confirmation").
 - a. The Order Confirmation is acknowledgement that we have received your order, and does not confirm our acceptance of your offer to buy the product(s) ordered.
 - b. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product(s) to you and send e-mail confirming that we've dispatched the product to you (the "Dispatch Confirmation"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation for each package, and each Shipment Confirmation and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Dispatch Confirmation.
- b. You consent to receive sales invoices electronically. Electronic invoices and receipts will be made available in pdf format.

12. Pricing

All prices are inclusive of GST (where applicable).

13. Payment

- a. MHFAI accepts payment by Paypal
- b. Payment by EFT requires the customer or Instructor to attach a copy of the payment evidence to your order or send an email to mhfa@mhfa.com.au (quoting the order number).
- c. If payment is not received or verified with payment evidence within two weeks from the order date, it will be cancelled from our website.

14. Delivery

- a. Items will only be dispatched once payment in full has been received directly by MHFAI or evidence of payment has been provided. Goods are generally dispatched within two business days from receipt of payment.
- b. Delivery estimates and dates are indicative timeframes only. They are not guaranteed delivery times and should not be relied upon as such.
- c. You may elect to collect your order. Collection does not incur a shipping cost. Allow 3 working days to collect your order. Orders can be collected from:

FS Pack & Mail Services
Ground Floor
369 Royal Parade
Parkville, VIC, Australia
Ph: (03) 8060 2156

15. Customs and Duties

- a. When ordering products from MHFAI for delivery outside of Australia you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you, we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from MHFAI for delivery outside of Australia, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

16. Returns, Refunds and Exchanges

- a. MHFAI reserves the right to not provide a refund or exchange for change of mind purchases.
- b. For defective or damaged items, please contact MHFAI at mhfa@mhfa.com.au or 03 9079 0204. You have a right of refund or exchange where goods are defective or damaged.

17. Instructor Training Course Enrolment Changes

- a. Enrolment changes for Instructor courses are subject to the following fees, as relevant;

Cancellation Fees

The following fees apply in the case of an Instructor course cancellation:

Course Change Fees	
Cancellation Fees >30 days notice	Full Refund
Cancellation Fees >14 days notice	75% Refund
Cancellation Fees >7- 14 days notice	50% Refund
Cancellation Fees < 7 days	No Refund
MHFA Initiated - Cancelled Course	Full Refund

Transfer Fees

The following fees apply in the case of an enrolment transfer to a future course date:

Course Change Fees	
Transfer Fee > 14 days notice	No charge
Transfer Fee < 14 days notice	1000

Replacement Fees

The following fees apply in the case of a new candidate taking the place of another approved and enrolled participant:

Replacement Fee (only with 30 days minimum notice)	250
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Reattendance Fee

The following fees apply if required to re-attend a course to meet Accreditation requirements

Re-attendance Fee	500
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18. eLearning Voucher Expiry Dates

- a. eLearning vouchers purchased for courses are valid for use for 12 months from the date of purchase.
- b. Please note that eLearning courses are accessible for 12 months from the date of enrolment in the course (ie 12 months from the date that the voucher was used to enrol).

19. Product Disclaimer and Liability

- a. Unless otherwise stated in writing, MHFAI disclaims, and does not make, any representation or warranty of any kind in respect of any product we offer on the website or that you may order from us. MHFAI will not be responsible for (i) any loss arising from the unavailability of any product; (ii) losses that were not caused by any breach on our part; (iii) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure; (iv) any indirect or consequential losses; or (v) any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.
- b. Unless otherwise stated in writing, our liability to you for any loss arising from or relating to the offer or sale of any product by us on the website is limited to a refund of the relevant amount paid for the product (including applicable shipping fees).
- c. Nothing in these conditions is intended to exclude, restrict or modify any non-excludable right or remedy you have under law including the Australian Consumer Law. Any disclaimer, exclusion, or limitation as provided for in these conditions applies to the full extent permitted by law and subject to any non-excludable right or remedy.

20. Jurisdiction

These conditions are governed by and must be construed in accordance with the laws in force in the State of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these conditions, its performance or subject matter.