

TERMS AND CONDITIONS OF USE

Last updated on 16 July 2026

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-sublicensable, non-transferable, royalty free licence to access and use the Intellectual Property Rights owned by Lifeline in the Lifeline Content in accordance with the Terms and Conditions and solely for:
 - (a) undertaking a Lifeline training program; or
 - (b) delivering Lifeline training programs to Lifeline customers; or

- (c) otherwise, as expressly approved in writing by Lifeline.
- (together, "**Authorised Purposes**")

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 Content to any other person, except as required for the Authorised Purposes, or as Lifeline in its absolute discretion may otherwise agree to;
- (b) licence, transfer, commercialise or otherwise exploit for advantage all or any part of the Lifeline Content for any reason (including the Authorised Purposes);
- (c) subject to Clause 4, modify or incorporate into other works all or any part of the Lifeline Content for any purpose, except for:
 - (i) an Authorised Purpose; and
 - (ii) with Lifeline's prior written consent; or
- (d) reproduce, publish or broadcast all or any part of the Lifeline Content for any purpose, except for an Authorised Purpose.

4. Modifications to Lifeline Content

- 4.1 All Intellectual Property Rights in any modifications, developments or improvements to the Lifeline Content ("**Derivative Content**") created by you will be automatically assigned to Lifeline immediately upon creation (and be considered part of Lifeline Content) 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 may request inspection of any Derivative Content at any time, and you must provide to Lifeline such Derivative Content upon request.
- 4.3 If following an inspection under Clause 4.2, Lifeline in its absolute discretion determines that the Derivative Content is unsatisfactory in any way, you must comply with any direction by Lifeline to change the Derivative Content or to cease using the Derivative Content (including any product recall or withdrawal), at your cost.

5. Lifeline Trade Marks

- 5.1 You acknowledge and agree that Lifeline is the owner of trade marks registered, or pending registration, under its name on the Australian and/or overseas trade marks register (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 these Terms and Conditions; 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 pursuant to these Terms and Conditions.

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

Content by you or any other person, or unauthorised use of the Lifeline Content. You must also take reasonable care to protect all such 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, 4.2, 4.3 and 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 or sensitive; 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 as Lifeline expressly permits, except:
- (a) you may disclose the Confidential Information to professional advisors (such as legal practitioners) for the sole purpose of obtaining professional advice, under statutory obligations of confidentiality governing the advisor's professional conduct; and
 - (b) as compelled by force of law, in which case you must notify Lifeline in writing as soon as possible, about your obligation to disclose the Confidential.

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:
- (a) immediately without notice upon the conclusion of your engagement or participation as a trainer, student, employee, contractor, volunteer or officer of Lifeline or a Lifeline member entity (depending on the reasons why access was originally granted);
 - (b) immediately by written notice, upon any breach of your obligations under these Terms and Conditions; or
 - (c) for any reason and at any time, by giving 7 days' written 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 amend, supplement or replace the Terms and Conditions, in part or in its entirety, at any time by providing written notice to you that the Terms and Conditions have been amended, supplemented or replaced.

10. Governing Law

- 10.1 Any disputes that arise in relation to these Terms and Conditions will be governed by the laws in force in New South Wales, Australia, and the parties submit to the exclusive jurisdiction of the courts and tribunals operating in New South Wales, Australia.