

Please read the following Terms of Service carefully as they govern your use of this Website. By accessing the Second Steps Website, you agree to these Terms of Service.

## 1. Application

Second Steps (ABN 47 734 231 060) (hereafter referred to as "**Second Steps**") is the owner and operator of Second Steps, a suicide prevention support service. Your rights to use the Second Steps Services (the "**Service**") are set out in these Terms of Service ("**Terms of Service**") and our Privacy Policy ("**Privacy Policy**").

In these Terms of Service the terms "we", "us", and "our" refers to Second Steps. "**Website**" means the whole or any part of the web pages located at [www.secondsteps.com.au](http://www.secondsteps.com.au) and includes the layout, individual design elements, underlying code elements and any text, sounds, videos, graphics, animated elements or other content contained on our Website.

Our terms of Service and our Privacy Policy are collectively referred to as the Agreement ("**Agreement**").

We may change these Terms of Service at any time without notice. Any amendment will be effective immediately. Your continued use of this Website after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Service. Accordingly, you should access and read the Terms of Service from time to time for changes.

**IMPORTANT:** By accessing or otherwise using the service, including accessing, browsing, posting on and downloading any materials, you acknowledge and agree to be bound by this agreement and agree to access or otherwise use the Service in accordance with this agreement.

If you do not accept and agree to be legally bound by and comply with the Agreement, you are not permitted to access or otherwise use the Service.

You acknowledge that the Second Steps Website has been established to provide information about seeking and accessing support after a suicide attempt and it is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should not disregard professional medical advice, or delay seeking it, because of any information contained on our Website.

If you need urgent help or you want to talk to someone immediately, please head to our emergency contacts page.

## 1. Ability to Accept Terms of Service

- provide relevant information (including personal information) to enable Second Steps to provide you with the service you have requested;
- provide Second Steps with up to date contact details.

Second Steps may, in its discretion, access, monitor and review content or material which you submit to the Second Steps Website. You grant Second Steps a perpetual royalty free, non-exclusive, irrevocable, worldwide licence (with a right to sub-licence to our authorised nominees) to use, modify, copy, distribute, transmit, reproduce, publish, display and broadcast the material you have submitted or posted on the Second Steps Website including in any promotional or communication activities Second Steps conducts in Australia or overseas.

If you have a complaint about any of the content that may be published on our Website, you should contact us.

## **2. Second Steps Service**

To the extent permitted by law, Second Steps has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites.

Second Steps will not and cannot censor or edit the content of any third party website. By using the Service, you expressly acknowledge and agree that we may be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of our Website or websites or applications of third parties which are accessible from our Website .

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

## **3. Privacy**

You should ensure that you read our Privacy Policy.

We will process all Personal Data supplied by you according to our Privacy Policy.

Our Privacy Policy forms part of this Agreement. Accordingly, you must comply with your obligations in the Privacy Policy.

## **4. Indemnity**

You agree to defend, indemnify and keep indemnified, Second Steps and its respective employees, agents, representatives, contractors and licensees against any and all claims, demands, obligations, losses, liabilities, costs (including legal fees) or damages incurred and suffered from the use of and access to the Service, including (without limitation) as a result of any:

- a) breach of this Agreement (including, for the avoidance of any doubt, the Privacy Policy);
- b) violation of any Intellectual Property or other rights of a third party, or privacy right; or
- c) your access or use of the Service, and/ or Personal Data posted by you through or at the Service.

This Indemnity clause will survive this Agreement and your use of the Service.

## **5. Specific warnings and disclaimers**

Second Steps makes no representation or warranty as to the reliability, accuracy or completeness of the information contained on our Website, or that your use of our Website will be uninterrupted or error free.

You should not act on the basis of anything contained on our Website without first obtaining professional advice specific to your circumstances. Never disregard professional mental health or medical advice or delay the seeking of treatment because of something you have seen on our

Website. You must make your own assessment of the information contained on our Website and, if you choose to rely on it, it is wholly at your own risk.

We are not liable to you or anyone else if interference with or damage to your computer system occurs in connection with your use of our Website or a third-party website. You must take your own precautions to ensure that whatever you select for your use from our Website is free of viruses or anything else that may interfere with or damage the operations of your computer system.

We may, from time to time, change or add to our Website without notice. However, we do not undertake to keep our Website updated and we will not be liable to you or anyone else if errors occur in the information on this Website or if that information is not up to date.

To the fullest extent permitted by law, Second Steps exclude all warranties, representations, implied terms and guarantees about the currency, accuracy, completeness, suitability, functionality or reliability of the Second Steps Website, including any materials and resources provided on our Website.

## **6. Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Victorian courts for any matter arising under or relating to this Agreement.

## **7. Validity**

Nothing in this Agreement shall be construed as excluding or overriding any mandatory terms imposed under any legislation applicable to this Agreement or its performance.

If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or removed to the minimum extent necessary so that this Agreement shall otherwise remain in full effect.

## **8. Amendments to this Agreement**

This Agreement may be amended or replaced from time to time, with or without prior notice to Users, by posting an updated Agreement. Any updated Agreement becomes effective as soon as it is posted. Your use of the Service following any amendment constitutes your acceptance of any updated Agreement. If you do not agree to any updated Agreement you must not use the Service.

## **9. Prohibited Activities**

You must not submit, post or upload any material to the Second Steps Website which:

- a) is inappropriate, offensive or contrary to any applicable laws or standards, including, without limitation, material which:
  - i. is obscene or indecent, depicts violence, sexual activity or pornography;
  - ii. contains instructions in drug use;
  - iii. instructs or encourages criminal activity; or
  - iv. defames, harasses, menaces, threatens, abuses, offends or embarrasses any person;

- b) infringes the copyright, moral rights, confidentiality rights or intellectual property rights of any person, for example, by reproducing songs, poems, articles, logos, trademarks, pictures, photos, music or other material that is not owned by you (or which you do not have a licence to reproduce on the site);
- c) infringes any of our rights or the rights of any third person including privacy rights;
- d) breaches any laws, regulations, standards or codes as enacted, modified or updated from time to time;
- e) impersonates any person or suggests a connection to a group or organisation which is misleading;
- f) advocates the use of force or violence towards any person;
- g) encourages, endorses, approves or recommends the performance of dangerous or illegal acts including suicide or self-harm; or
- h) contains a virus or other code that has harmful or destructive properties.

## **10. Copyright**

Users of our Website have access to and may download available materials and resources for personal use only. All intellectual property rights in materials and resources provided on the Second Steps Website are owned by Second Steps or its affiliates or licensors.

You must not do anything with the materials and resources, that is not expressly authorised by these Terms of Service. Without limitation, you must not modify, adapt, sell, or use the materials and resources for a commercial purpose (such as charging third parties for access to the materials and resources) without the prior consent of Second Steps.

You acknowledge that Second Steps is not a counselling service. The content of the Second Steps Website including the materials and resources is intended for information purposes only. The Second Steps Website, materials and resources are not intended to be suitable for professional medical advice, diagnosis, or treatment.

## **11. Trade Marks**

All trade names, trade marks, service names, and logos displayed on our Website are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used on our Website with permission of the relevant owner.

You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Service; nor will you post to the Service any material which infringes any intellectual property rights of any third party.

You are not permitted to copy, share or distribute e-courses or content produced by Second Steps and available through our Website.

By using the Service, you confirm that any Content and Personal Data you submit or post to the Service will not infringe any other person's Intellectual Property Rights or any law.

## **12. Third-party Websites**

Any links to third-party sites or applications are provided for your convenience only. If you access a third-party website or application from the Second Steps Website, you do so at your own risk. The inclusion of a third-party website should not be interpreted as any endorsement, approval, recommendation or preference by us of the owners or operators of the third-party website, or for any information, product or service referred to on third-party website.

You understand that these Terms of Service do not apply to your use of such third-party sites or applications.

You acknowledge and agree that Second Steps is not responsible or liable for your use of any third-party website, application, service or content.

We are not responsible for the privacy practices of any third-party social media or other service providers that you can access through our Website.

## **13. Your visit to our Website**

When you access our Website, we may send a "cookie" (a small summary file containing a unique ID number) to your computer or internet enabled device. We may collect your personal information through the use of cookies.

We use cookies to:

- Recognise your computer or internet enabled device
- Greet you each time you visit our website
- Keep track of services you view
- With your consent, send you news about viewed services
- Measure traffic and engagement patterns, to evaluate our website visitor's habits
- Identify and continually improve our services, programs, content and resources
- If you do not wish to receive cookies, you can set your browser so that your computer does not accept them

All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to evaluate website usage in order to maintain its effectiveness.

We do not collect this information for any type of online advertising.

## **14. Social media**

We have a number of social media accounts, which currently includes Facebook, Twitter, Instagram and LinkedIn. All content on our social media pages is subject to individual terms of use as outlined by each social media provider.

By interacting with our social media pages, you agree to be bound by the terms of use of the relevant social media provider.



# Terms of Service

## **15. Contact us**

If you have any questions or comments about this Agreement, including our Terms of Service and Privacy Policy, please write to us at:

Second Steps

Email: [enquiries@secondsteps.com.au](mailto:enquiries@secondsteps.com.au)

Phone: 0423 433 394

Please provide sufficient detail about the information in question to help us locate it.