

Terms and Conditions – Ahead of the Game

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The Ahead of the Game e-learning platform (**Platform**) is provided to you by Movember Group Pty Ltd as trustee for the Movember Foundation (ABN 48 894 537 905) (**Movember**), with Engageable Australia Pty Ltd (**Engageable**) as the key software provider. These Terms and Conditions contain important information that apply to your use of the Platform, including warranty disclaimers and limitations of liability. By using this Platform, you agree to be bound by these Terms and Conditions.

1. Your access to the Platform

In order to use this Platform, you must be 16 years old or older, or have the consent of your parent or legal guardian to do so. If you are under 16, you warrant that you have obtained consent from your parent or guardian to use this Platform and to accept these Terms and Conditions.

Access to the Platform is also conditional on you complying with these Terms and Conditions.

2. Acceptable use and your obligations

In accessing or using this Platform, you must ensure that you do not:

- (a) breach any laws, or encourage or assist the commission of any illegal act;
- (b) infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
- (c) include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Platform or any device accessing the Platform;
- (d) impersonate any other person;
- (e) negatively impact any other user's ability to access and use the Platform;
- (f) publish or link to malicious content;
- (g) engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage our reputation or our services; or
- (h) register an account via any "bots" or other automated methods.

You further acknowledge that you are responsible for maintaining the security of your account and password. Movember cannot and will not be liable for any loss or damage for your failure to comply with this security obligation.

3. Privacy

By using this Platform, you acknowledge and agree that:

- (a) any personal information that you provide in relation to or when using the Platform will be collected and handled by Movember (via Engageable and the Platform) in accordance with our [Privacy Policy](#) (as published on Movember's website) and by Engageable for the purposes of delivering the underlying software; and
- (b) you will only provide us with personal information about another person if you have obtained their consent to do so.

4. Third party links

This App may contain links to third party websites. Movember does not control those websites and is not responsible for the content or accuracy of the material they contain. Provision of these links does not mean that Movember sponsors, approves or endorses the content on the third party website.

5. Availability, suspension and termination of access and security

Movember takes all reasonable steps to limit any interruptions to your use of this Platform. However, access to this Platform may be prevented by issues outside of our control. We do not promise continuous or error-free access to this Platform.

Movember may, in our sole discretion:

- (a) revoke, suspend or end your access to use the Platform; or
- (b) cancel or otherwise terminate your account with immediate effect.

We will generally advise you of any suspension, revocation or termination. However, we are under no obligation to do so.

If your account is cancelled or we permanently end your access to the Platform, then information we have collected about you may be either:

- (a) permanently deleted or de-identified; or
- (b) retained in accordance with any applicable regulatory requirements.

Termination of your access to the Platform will not affect any accrued rights, or any other provision of these Terms and Conditions which are intended by their nature to survive termination.

We and Engageable take many measures to protect and secure your data through backups, redundancies, and encryption, however there may be some edge cases where your data may be sent through our network unencrypted.

6. Intellectual property

Movember owns or licenses from third parties all of the trade marks, copyright and other intellectual property published on this Platform. We are happy for you to download material from this Platform for personal and non-commercial purposes, or for purposes permitted by law, provided any reproduction is unaltered, dated and includes an attribution of source.

You must not otherwise copy or reproduce in any form any of the material from this Platform, including Engageable or Movember's trade marks and logos, unless you have our prior written consent.

Movember follows the provisions of the Digital Millennium Copyright Act and other relevant copyright legislation as applicable. If you believe that someone else is using your copyright or trade mark without your permission, please contact us at generalcounsel@movember.com to report the infringement.

7. Disclaimer and limitation of liability

Movember takes care to keep the content and functionality of this Platform accurate and error-free, but it does not make any representations or warranties that it will be fully functional at all times, that its content is correct, complete, up to date or adequate or that the information or functions will be useful for any particular purpose.

The content on this Platform is for general informational purposes only. It is not intended to be a substitute for advice from an appropriately qualified healthcare professional, who can determine your individual needs. You must make your own assessment of the information contained on this Platform and you rely on it at your own risk.

Movember does not represent that this Platform or any third party websites it links to are free from computer viruses or other defects.

To the maximum extent permitted by law, Engageable and Movember accept no responsibility or liability for any loss or damage (including for any indirect or consequential loss) relating to access or use of this Platform, including the use or misuse of the information provided on this Platform.

To the extent that any rights cannot be excluded by law, Engageable and Movember's liability in relation to this Platform is limited, at our election, to the supply of the service again or the cost of having the service supplied again.

You agree to indemnify Movember for any loss arising from a third-party claim that is caused or contributed to by any breach by you of these Terms and Conditions.

8. Entities and governing law

These Terms and Conditions are governed by and subject to the laws of Victoria, Australia.

9. Changes to these Terms and Conditions

Movember may vary these Terms and Conditions at any time by publishing a revised version on this Platform. Your continued use of this Platform following such variation will represent an agreement by you to be bound by the Terms and Conditions as amended.