



Terms of Use

for Warren Academy Online Sites

These Terms of Use (or referred to hereafter as the 'Terms') are the Terms upon which Warren Academy (or the 'Academy') offers access to the Warren Academy business website (or the 'Website') the Warren Academy World Wide Warren online courses platform and course player (or the 'Courses Platform/Player') all of the Academy's e-commerce platforms (or 'online stores') for example, the Shopify site and/or any Warren Academy online sites.

Please read these Terms carefully and ensure that you fully understand them before using the Academy online sites. By using the online sites described above, you are indicating acceptance of the Terms and agreeing to comply with the Terms.

The Terms of Use apply to any area of the Website, the Courses Platform/Player, and the Academy's online stores. This includes the Warren Academy Agility Courses (referred to hereafter as 'WACs') Library Resources Burrows, chat forums, community groups, the Hare Journal (Blog) page(s) comment sections and/or any portions of the Website, and any areas of the online stores. The Terms can be found inside every Academy online site.

What the Terms of Use Cover

1. Disclaimers About Warren Academy Online Sites
2. Free Publicly Accessible Online Learning Materials and Resources Provided by the Warren Academy Courses Platform/Player
3. Prohibited Uses of the Warren Academy's Online Sites
4. Interference and Unauthorized Access to the Warren Academy Online Sites
5. Warren Academy General Terms
6. Section 6: Site-User Comments, Feedback, and Other Submissions
7. Changes Made to and Termination of Your Right to Use a Warren Academy Online Site(s)
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1. Disclaimers About Warren Academy Business Website and the Warren Academy Courses Platform/Player

In accordance with any of the Academy's previous, current or pending audits, accreditations, licenses or certifications, the Academy is not a medical or clinical health service provider. The Academy does not provide medical advice, health or mental health counselling, clinical treatments and therapies, or any other advice nor medical or clinical health services of any kind. Any content contained within the Website or Courses Platform/Player is not meant to substitute medical or clinical advice and counselling by physicians and practitioners, nor does the Website and the Courses Platform/Player substitute in any form, counselling, treatment, therapies, or advice from any other types of professional health advisors. Content contained within the Website, the Courses Platform/Player or the online stores should not be used to diagnose or select treatment for any health condition or used for advice about the use of medications. Such content is to be used for informational and educational purposes only. Your use of the Website, the Courses Platform/Player, the Academy's online stores, any content contained within them, and any product or service available on or through the Academy's online sites is solely at your own risk.

[If you have a mental health emergency, please Dial 000 immediately \(or your national emergency number if outside Australia\).](#)

There is an Academy self-care Workbook and Helpful Contacts Information Sheet contained within every online Warren Agility Course in Rabbit Hole 1, Chamber 6 of the Course Player. The Academy encourages its users' mental and emotional wellbeing during their use of the Website and Courses Platform/Player. The Academy mental health support contacts information sheet is also attached to this Terms of Use as an addendum in [Addendum 1.0](#).

- i. The Academy's Warren Agility Courses (WACs) and premium coaching programs are private business educational initiatives intended for personal self-exploration and individual development and/or professional knowledge and skills development in topics of health and mental wellness for health service-users, clinicians, health practitioner professionals, Lived Experience (LE) Peer Workers of varying roles and disciplines and interested community members. However, the Academy is not a licensed higher education institution by the *Department of Education* pertaining to the *Higher Education Regulations 2005 Western Australia* and the *Higher Education Act 2004 Western Australia*. The Academy's courses and programs are not accredited further education courses in Australia and the Academy's WACs and premium coaching program completion certificates, graduation certificates and the train-the-trainer certifications are not nationally recognized qualifications for medical or clinical health professional occupations in Australia.
- ii. In terms of the global LE peer workforce, Australia, particularly Western Australia, is not progressive like other areas of the world and does not yet have the executive architecture/infrastructure, support, leadership, organization, licensing, and accreditations for its LE peer workforce. The Academy's WACs and programs are

described as mindful emersion experiences to facilitate and support critical thought and curiosity. They are provided by qualified LE peer workers of various disciplines who have attained tertiary, international, and unique qualifications and/or certifications as LE educators, assessors, academics, facilitators, and trainers of the highest calibers by international LE peer work standards. The Academy provides progressive, unique educative experiences of high quality and pursues excellence in LE peer provided education and coaching to both LE peers, LE peer workers, undergraduate tertiary health students, clinicians, and community members.

Warren Academy Associations and Affiliations

- iii. The Academy is a private educational business. Regarding the Academy owner's paid or unpaid employment and professional relationships with educational institutions, businesses, companies, organizations, bodies of all kinds including those stated in the Academy owner's biography, the Academy has no association or affiliation of any manner with any such body stated. By using any of the Academy's online sites you understand and that:
 - A. The Academy is not connected to, representative of, associated or affiliated with any other educational institution, business, company, organization, or bodies in any form.
 - B. Any form of complaints and recourse relating to the Academy's WACs premium coaching programs or any aspect of business regarding educational online experiences, will typically be managed privately, and not administered by the Department of Education pertaining to the *Higher Education Regulations 2005 Western Australia and the Higher Education Act 2004 Western Australia*.

2. Free Publicly Accessible Online Learning Materials and Resources Provided by the Warren Academy Courses Platform/Player

The Academy states in these Terms that some of the WACs and coaching programs resources, learning and supportive materials including some leaflets, booklets, fact, tip and information sheets, articles, websites, books, videos, images, photographs, audio recordings, and music that are attached inside the Courses Player (inside the online courses) are FREE resources and materials which are available through online web destinations accessible to the public. This means that these resources are NOT provided as part of the course fees paid to the Academy because they are freely available on the internet and/or in the public domain. Some resources have been provided within the Courses Player as a downloadable file in PDF format for students ease and convenience within the Course Player. The following conditions apply to such downloadable materials:

- i. In cases where the Academy's WAC resources are freely accessible online and/or in the public domain, this will be noted in the Academy's WAC overview and resources list documents for the course with full retrieval information and citation or reference according to the AP7 referencing Guide, if applicable.

- ii. The online destinations for each freely and publicly accessible document, website, online site/platform, video, music, photograph, image or artwork, is displayed in its full URL format and a visible weblink within the online Academy Courses Player (within the online course). Each learning material or supportive resource referenced above will open in a new window external to the Academy Courses Player.

3. Prohibited Uses of the Warren Academy Online Sites

Infringements of Copyrights and Other Proprietary Material

All Academy materials featured in or available through the Website, Courses Platform/Player, and online stores including Academy texts, software, photographs, video, and audio, voice recordings, graphics, images, any music and sound (collectively ‘Proprietary Material’) are protected by the applicable copyright law. You are authorized to view, and when permitted via a download option, download a copy of Proprietary Material made available to you within the Academy’s online stores, Courses Platform/Player or within any public portions of the Website. The attainment of any Academy Proprietary Material via any of its online sites is strictly for your personal use and not for any level of commercial use in circumstances where you have not obtained permission and/or you preserve any copyright and proprietary rights notices they contain. **All materials and resources authored or created by the Academy and all intellectual property contained within the Courses Platform/Player will be subject to copyright and this is stated in the footer of the online Courses Platform.**

You agree not to:

- i. Transmit, participate in the transfer or sale of Academy Proprietary Material
- ii. Reverse engineer Academy Proprietary Material
- iii. Modify Academy Proprietary Material
- iv. Publish Academy Proprietary Material
- v. Copy or reproduce Academy Proprietary Material
- vi. Create derivative works of Academy Proprietary Material
- vii. In any way, exploit, in whole or in part, any Academy Proprietary Material, or permit any third party to do so, except as expressly permitted by these Academy Terms of Use.

Title to Proprietary Material remains with the Academy or its licensors and all rights not expressly granted herein are reserved to the Academy and its licensors. **Any use of Proprietary Material not expressly permitted by these Terms is a breach of the Academy Terms of Use and may violate copyright, trademark and other laws.**

4. Interference and Unauthorized Access to the Warren Academy Online Sites

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Academy online sites or their contents in the following ways or for the following reasons.

- i. For any unlawful purpose

- ii. To solicit others to perform or participate in any unlawful acts
- iii. To violate any international, federal, provincial or state regulations, rules, laws, or local ordinances
- iv. To infringe upon or violate our intellectual property rights or the intellectual property rights of others
- v. To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on any aspect of personal identity, physical form, culture, choices, freedoms, perspectives, abilities whether they be diverse and/or marginalized or otherwise.
- vi. To submit false or misleading information
- vii. To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Academy's website, Courses Platform/Player and Online Stores or the Internet
- viii. To collect or track the personal information of others
- ix. To spam, phish, pharm, pretext, spider, crawl, or scrape
- x. To interfere with or circumvent the security features of the Academy's business website, Courses Platform/Player, Online Stores or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service (Online Stores) or any related Academy online sites for violating any of the prohibited uses.

You agree that you will not

- i. Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Website, Courses Platform/Player, and the online stores. You must not transmit any worms or viruses or any code of a destructive nature.
- ii. Attempt to circumvent user authentication or the security of any Academy online course user account or Online Store user account
- iii. Attempt to circumvent and/or fraudulently use any form of ID authentication and/or security measures of the Academy Courses Platform/Player and/or the Online Stores
- iv. Take any action that imposes an unreasonable or disproportionately large load on the Website, Courses Platform/Player's infrastructure, and online stores

If you violate any system or interfere with network security you may incur criminal or civil liability. The Academy will co-operate fully with any investigations into violations of systems or network security, including co-operating with law enforcement investigations.

5. Warren Academy General Terms

Your use of the Website, Courses Platform/Player, and the online stores is subject to the Academy Privacy Statement which is incorporated herein by reference (the 'Privacy Statement') and is contained within the Academy's Website, Courses Platform, and online stores.

Your use of specific web application services provided by the Academy, such as the Courses Platform/Player (also known as and referred to as the World Wide Warren) and includes the chat forums, community groups, Library Resources Burrows and Website Journal/Blog page(s) comment sections

will also be subject to the Privacy Statement and/or any privacy statement pertaining to that web application.

The Academy may at any time create and/or utilise via a third party, any new web-based applications that are appropriate for the Academy operations and incorporate such applications into the Website, Courses Platform/Player, and online stores. Any new portions of the Website, Courses Platform/Player, and online stores and new web applications utilized are subject to the Academy's Terms of Use and generalized operations outlined in these Terms.

Section 6: Site-User Comments, Feedback, and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments') you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium all comments or parts thereof that you forward to us. We are and shall be under no obligation (a) to maintain any comments in confidence; (b) to pay compensation for any comments; or (c) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content form, for example the Hare Journals (blog pages comments sections) that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You agree that:

- (a) Your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right.
- (b) You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.
- (c) You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.
- (d) You are solely responsible for any comments you make and their accuracy.
- (e) We take no responsibility and assume no liability for any comments posted by you or any third-party.

7. Changes Made to and Termination of Your Right to Use the Warren Academy Business Website and Courses Platform/Player

The Academy may at any time and for any reason

- i. Refuse access to or restrict use of the Website and the Courses Platform/Player, or any portions of the Website and Courses Platform/Player including limiting the time of its availability, the amount of use permitted or the persons who were permitted to use it.

- ii. Cancel or suspend access to the Website and Courses Platform/Player or any portions of it including resulting from digital/virtual/cyber bugs, viruses or other causes that corrupt the administration, security or proper function of the Website and Courses Platform/Player.

The Academy may issue a warning, temporarily suspend, indefinitely suspend or terminate user access if you breach any of the Terms stated below.

- i. The Academy is unable to verify your log-in information
- ii. The Academy believes that your actions may cause legal liability to any person or entity (in addition to any other remedies that the Academy has

8. Arbitration

Any arbitration or claim arising from or relating to these Terms or your use of the Website, Courses Platform/Player, and online stores will be settled by arbitration administered by the governing arbitration bodies in Western Australia in accordance with its rules. Any arbitration will occur in the Commonwealth of Western Australia unless otherwise agreed by the parties. Judgement upon the award rendered by the arbitrator may be entered in any court in the Commonwealth of Western Australia having jurisdiction.

9. Governing Law and Venue

These Terms and their validity, construction and performance will be governed exclusively by the laws of the Commonwealth of Western Australia without regard to its choice of law provisions and subject to the arbitration section above, any action relating to these Terms will be brought in the State and Federal courts located in the Commonwealth of Australia. You irrevocably agree to accept the exclusive personal jurisdiction of such courts and waive any objections to such venues, including for the purposes of enforcing the arbitration section above.

10. Enforceability; Survival

The invalidity or unenforceability of any provisions of these Terms will not affect the validity or enforceability. All terms and conditions contained in these Terms, which by their nature are meant to survive the termination of your use of the Website and Courses Platform/Player, will survive such termination.

11. Changes to these Terms

Warren Academy may revise and/or update certain provisions contained in these Terms from time to time. Your use of the Website, Courses Platform/Player, and online stores following such revisions and/or updates constitute your acceptance of such changes. Only an authorised representative of the Academy has the authority to propose or to bind the Academy to, changes to these Terms.

12. Contacting Warren Academy

If you have any comments or questions relating to these Terms you may contact the Academy

- i. Via email at comsburrow@thewarren.academy
- ii. Via the contact form in the 'Contact Us' tab on the Warren Academy business website <http://thewarren.academy/contact.html>

Addendum. 1.0

Mental Wellbeing Support Contacts

In a life-threatening EMERGENCY Phone: 000 or www.triplezero.gov.au or your national emergency number if outside Australia	
Lifeline	
Phone: 13 11 14	
Email: reception@lifeline.org.au	Phone line operates 24 hours per day and 7 days per week
Online Chat: https://www.lifeline.org.au/crisis-chat/	
Website: www.wa.lifeline.org.au	
Mental Health Emergency Response Line	
Phone: 1300 555 788 Peel Region: 1800 676 822	
Email:	Phone line operates 24 hours per day and 7 days per week
Website: www.emhs.health.wa.gov.au/Hospitals-and-Services/Mental-Health/MHERL	
Suicide Call Back Service	
Phone: 1300 659 467	
Online Chat:	
www.suicidecallbackservice.org.au/phone-and-online-counselling/	
Website: www.suicidecallbackservice.org.au/	
Sexual Assault and Domestic and Family Violence	
Phone: 1800 RESPECT (1800 737 732)	
Email Form: www.1800respect.org.au/contact-us	
Online Chat: www.chat.1800respect.org.au/#/welcome	
Website: www.1800respect.org.au/	
DV Connect (Womensline)	
Phone: 1800 811 811	
Website: www.dvconnect.org	
National Indigenous Postvention Service (After Suicide Support)	
Phone: 1800 805 801	
Website: www.thirrili.com.au/postvention-support	
Brother to Brother Crisis Line	
Phone: 1800 435 799	
Website:	Phone line operates 24 hours per day, 7 days per week
www.dardimunwurro.com.au/brother-to-brother/	

QLife	
Phone: 1800 184 527	
Online Chat: www.qlife.org.au/resources/chat	Phone line operates 4:30pm to 8:30am weeknights and 24 hours per day at weekends and public holidays
Website: www.qlife.org.au/	
Ruallink (for Rural and regional Western Australia)	
Phone: 1800 552 002	
Email:	Phone line operates 3pm to midnight every day
Website: www.emhs.health.wa.gov.au/Hospitals-and-Services/Mental-Health/Ruallink	
Mensline Australia	
Phone: 1300 78 99 78	
Email Form: www.mensline.org.au/contact-us/	
Online Chat: www.mensline.org.au/phone-and-online-counselling/	
Website: www.mensline.org.au	
Mum Space	
Website: www.mumspace.com.au	
National Alcohol and Other Drug Hotline	
Phone: 1800 250 015	
Website: www.headtohealth.gov.au/resources/dept-health-national-alcohol-and-other-drug-hotline	
Open Arms Veterans and Families Counselling	
Phone: 1800 011 046	
Email: www.openarms.gov.au/contact	Phone line operates 24 hours per day, 7 days per week
Website: https://www.openarms.gov.au	
Carers WA	
Phone: (08) 9228 7400	
Email: info@carerswa.asn.au	
Website: www.carerswa.asn.au	
Reach Out	
Website: www.au.reachout.com/	
Headspace	
Online Chat: www.headspace.org.au/online-and-phone-support/	
Website: www.headspace.org.au	

Beyond Blue Support Service	
Phone: 1300 22 4636	
Email form: www.online.beyondblue.org.au/email/#/send	
Online Chat: www.online.beyondblue.org.au/#/chat/start	
Website: www.beyondblue.org.au	
Relationships Australia	
Phone: 1300 364 277	
Email Form: www.relationships.org.au/contact/	
Website: www.relationships.org.au/	

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