



TERMS AND CONDITIONS

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This online platform (**Platform**) is operated by Full Potential Psychology ABN 95 450 826 261 (**we, our or us**). It is available via our website, www.fullpotentialpsychology.com.au, and may also be available through other addresses or channels.

DISCLAIMER – NO MEDICAL ADVICE

Our Content (defined below), and any other information provided through the Platform is intended to give you information only. You acknowledge and agree that nothing on the Platform we provide may be taken to be medical advice, treatment or a diagnosis, nor is it intended to be a substitute for seeking professional medical advice. The Content does not consider your specific needs or circumstances. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty regarding it, to the extent permitted by law. The Content is subject to change without notice. We do not undertake to keep our Platform up-to-date and we are not liable if any Content is inaccurate or out-of-date.

You should not disregard professional medical advice or delay in seeking advice because of something you have seen or read on the Platform. If you think you have a medical emergency, call the emergency number in your country immediately.

Acceptance

You accept these terms and conditions (**Terms**), by using and/or the Platform. You must be over 13 years of age to use our Platform. If you are a parent or legal guardian permitting a person who is at least 13 years old but under 18 years old (a **Minor**) to use the Platform, you agree to: (i) supervise the Minor's use of the Site; (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Platform; (iii) ensure that the content on the Platform is suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.

Collection Notice

We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy. We may disclose that information to third party service providers who help us deliver our services (including information technology service providers, data storage, web-hosting and server providers, professional advisors and our business partners) or as required by law. If you do not provide this information we may not be able to provide you with access to our Platform. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia. By providing personal information to us, you understand we will collect, hold, use and disclose your personal information in accordance with our Privacy Policy.

Prohibited conduct

You must not do, or attempt to do, anything that is unlawful; anything prohibited by any laws which apply to our Platform or which apply to you or your use of our Platform; anything which we would consider inappropriate; or anything which might bring us or our Platform into disrepute, including (1) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights; (2) using our Platform to defame, discriminate against, harass, abuse, threaten, menace or offend any person; (3) interfering with any user using our Platform; (4) tampering with or modifying our Platform; (5) knowingly transmitting viruses or other disabling features, or damaging or interfering with our Platform, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Platform; (6) anything that might violate any local, state, national or other law or regulation or any order of a court, including privacy regulations; (7) using our Platform to send spam; or (8) facilitating or assisting a third party to do any of the above acts.

Intellectual Property rights

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.

Unless otherwise indicated, we own or license all rights, title and interest (including intellectual property rights) in our Platform and all of the information and materials available on it or in connection with it, including any text, graphics, images, resources and information (**Content**). We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Content so that you can enjoy the Platform.



Your use of our Platform and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Platform or the Content.

Other than as expressly permitted by these Terms, you must not, without the prior written consent of ourselves or the owner of the Content (as applicable) (1) copy or use, in whole or in part, any Content; (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or (3) breach any intellectual property rights connected with our Platform or any Content, including by (a) altering or modifying any of the Content; (b) causing any of the Content to be framed or embedded in another website; or (c) creating derivative works from the Content.

Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of linked Third Party Inputs (as defined below) and the Platform, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it does not contain identifying information. We, and our licensors, own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all intellectual property rights in the foregoing.

User Content

You may also be permitted to post, upload or transmit relevant information and content (**User Content**) on our Platform. By creating or making available any User Content on or through our Platform, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, and modify such User Content on, through, or by means of our Platform.

You agree that you are solely responsible for all User Content that you make available on or through our Platform. You represent and warrant that (1) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and (2) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

Consumer Guarantees

Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

Liability

In these Terms and Conditions, **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with (1) your acts or omissions; (2) any use or application of the Platform by a person other than you, or other than as reasonably contemplated by these Terms; (3) any works, services, goods, materials or items which do not form part of the Platform; (4) any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Platform; (5) the Platform being unavailable, or any delay in us providing our services to you, for whatever reason; and/or (6) any event outside of our reasonable control (whether known or unknown at the time if entering into these Terms).

This clause will survive the termination or expiry of these Terms.

Limitations on Liability

Despite anything to the contrary, to the maximum extent permitted by law and whether under statute, contract, equity, tort (including negligence), indemnity or otherwise, (1) our maximum aggregate Liability arising from or in connection with



these Terms will be limited to \$10; and (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data.

This clause will survive the termination or expiry of these Terms.

Warranties, disclaimers and Indemnities

Your representations and warranties: You represent, warrant and agree that (1) you have full legal capacity, right, authority and power to enter into these Terms and to perform your obligations under these Terms; (2) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms; (3) you will provide all assistance, information and documentation necessary to enable us to provide the Platform and that all information you provide to us in connection with the Platform will be true, accurate and complete; and (4) you are solely responsible for any User Content.

Third Party Inputs: You acknowledge and agree that (1) you use the Platform at your own risk; and (2) the provision of the Platform may be contingent on, or impacted by, third parties, suppliers or other subcontractors (**Third Party Inputs**), and despite anything to the contrary, the maximum extent permitted by law, we will not be responsible and will have no Liability for any default or breach of these Terms or any law if such default or breach was caused or contributed to by any Third Party Inputs.

Exclusion: You agree that, to the maximum extent permitted by law, these Terms exclude all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in these Terms.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered by us arising from or in connection with (1) your User Content; (2) any breach of these Terms by you; (3) any breach of any third party rights by you; or (4) any breach of any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

This clause will survive the termination or expiry of these Terms.

Termination

You may terminate these Terms at any time by sending us an email to the address at the end of these Terms and these Terms will terminate on the date that we receive your termination notice.

We may terminate these Terms immediately if you are in breach of these Terms, any applicable laws, regulations or third-party rights. We may also terminate these Terms without cause by giving you 7 days' notice.

You may terminate these Terms immediately if we are in material breach of these Terms and you provide notice to us of this material breach and within 14 days of receiving such notice from you, we have not remedied the material breach. On expiry or termination of these Terms we will stop providing the Platform to you and you must immediately cease using the Platform.

General

Third party sites: Our Platform may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve and are not responsible for the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance: We may, at any time and without notice to you, discontinue our Platform, in whole or in part. We may also exclude any person from using our Platform, at any time at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Competitors: You are prohibited from using our Platform, including our Content, in any way that competes with our business. If you breach this term, we will hold you responsible for Liability we suffer, and hold you accountable for any profits that you may make from non-permitted use.

Severance: The provisions of these Terms are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.



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Disputes: In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the parties must meet to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith.

Jurisdiction: Your use of our Platform and these Terms are governed by the laws of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

For any questions and notices, please contact us at:

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