



## **Course Terms, Conditions and Disclaimer**

Mindsight Wellbeing ABN 51 718 226 412 ("Mindsight Wellbeing", "we", "our" or "us") provides psychological and wellbeing courses to you subject to these Terms and Conditions. By participating in any online or in-person course provided by us, you acknowledge that you have read, understood, and agree to these Terms and Conditions. In addition, by participating in any in-person or online course provided by us, you agree that we will handle your personal information (if you provide it to us) in accordance with our Privacy Policy which is available on the Mindsight Wellbeing website located at <https://www.mindsightwellbeing.com.au/> ("Website").

If you do not agree with these Terms and Conditions, or our Privacy Policy, you must immediately stop participating in our courses.

### **Health and readiness to participate**

You understand and warrant that this course is only available to individuals residing in Australia and is not suitable for individuals experiencing moderate to severe psychological distress. You understand that participation in this course does not create any professional relationship between you, Mindsight Wellbeing and the instructor.

### **Information provided during course**

**You understand that our courses are not intended as a substitute for medical attention, psychological assessment, diagnosis or treatment.** The information provided by the instructor is for educational purposes only. The focus is to provide participants with an opportunity to learn about the importance of emotional regulation. It is not comprehensive and does not constitute psychological or medical advice. You should always obtain independent medical advice, appropriate to your own circumstances, before acting or relying on information provided to you in our courses.

### **Intellectual property rights**

Unless otherwise indicated, Mindsight Wellbeing is the owner or the licensee of all copyright and intellectual property rights in the content of the Course. All trademarks appearing on the Course belong to their respective owners. You may use the Course material for your own non-commercial, personal, or non-business use however, you must not use, copy or reproduce any part of the Course for any other purpose without our prior written approval.

### **Liability and indemnities**

You understand and agree that your participation in any course will be entirely at your own risk. To the extent permitted by law, you agree that Mindsight Wellbeing (and its instructors) are in no way responsible for any personal injury, loss or death you may suffer as a result of participating in the courses, and you hereby agree to irrevocably and forever release, indemnify and hold harmless Mindsight Wellbeing (and its instructors) from any and all claims that you have now or may have in the future against Mindsight Wellbeing (or its instructors) arising out of or in connection with participation in our courses. Additionally, Mindsight Wellbeing (and its instructors) are not in any way responsible for any loss or damage to your personal property.



To the extent permitted by law, all express and implied rights, guarantees warranties and conditions (whether by statute, common law, equity, trade, custom, usage or otherwise) that in any way relate to the provision of any courses provided by Mindsight Wellbeing (and its instructors) are expressly excluded. However, nothing in these Terms and Conditions excludes or limits our liability regarding subject matter that cannot be excluded or limited by Australian law. If the Australian Consumer Law applies to any of the courses we provide to you, our liability to you for that loss is limited to (at our election) the re-supply of the service(s) or the payment of the cost of having the service(s) supplied again.

To the extent permitted by law, Mindsight Wellbeing (and its instructors) exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses (including, without limitation, loss of revenue, loss of goodwill, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss of anticipated savings or benefits), whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by any person in connection with or in any way relating to courses provided by Mindsight Wellbeing, including courses provided in-person and online.

While all materials, links and resources are provided in good faith, the accuracy, validity, effectiveness, completeness, or usefulness of any information herein, as with any publication cannot be guaranteed. We make no representation or warranty as to the reliability, accuracy or completeness of the information provided in our course.

## **Payment**

Mindsight Wellbeing provides some courses for a fee and other courses for free. If there is a fee payable for a course you will be notified in advance.

We use third party gateways, such as PayPal or Stripe, to process payments made through our Website. Your use of those third party services is subject to those third parties' terms.

You represent and warrant that all details you provide to us are correct, that the credit or debit card, or account or other payment method which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the course. We reserve the right to obtain validation of your payment details before providing you with access to the courses.

If you do not pay the fee for a course before the course commences, we may refuse you entry or otherwise exclude you from any of its courses in the future.

## **Access**

You understand that you will have access to the course content for 90 days.

## **General**

These Terms and Conditions are governed by the laws of Victoria, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria. If any part of these Terms and



Conditions is deemed by a Court of competent jurisdiction to be invalid, the remainder of these Terms and Conditions shall remain in full force and effect.

Mindsight Wellbeing (or its instructors) may refuse you entry or otherwise exclude you from any of its courses at any time, for any reason, including if you do not comply with these Terms and Conditions.