



## Website and Social Media Terms of Use

These Terms and Conditions of Use ("Terms") govern the use of the Mindsight Wellbeing website located at <https://www.mindsightwellbeing.com.au/> ("Website") and all associated social media platforms run by Mindsight Wellbeing ("Social Media"). By using the Website or accessing our Social Media, you agree to these Terms and our Privacy Policy which is available on the Website. If you do not agree with these Terms or our Privacy Policy you must immediately stop using the Website.

The Website is provided by Mindsight Wellbeing's Course (ABN 51 718 226 412 ("Mindsight Wellbeing", "we", "our" or "us"), a business operated solely in Australia.

These Terms may be amended by us from time to time. The most up-to-date Terms will always be published on our Website. You should check the Website regularly to take note of any changes.

### Information published on the Website is not medical advice

This Website has been established to provide information about our psychological services. **They are not intended to be a substitute for medical advice, diagnosis or treatment.** You should seek the advice of an appropriately qualified healthcare professional before making decisions about your own circumstances. You should not disregard professional medical advice, or delay seeking it, because of any information contained on this website.

We take reasonable precautions to ensure that information published on the Website is accurate and up to date but we do not guarantee its accuracy. You should take appropriate steps to verify information displayed on the Website before relying on it. Downloading material from the Website is done at your own risk and any materials provided via the Website are provided on a "as is" basis.

If you are in crisis or need immediate assistance, please dial 000 or Lifeline on 13 11 14.

Mindsight Wellbeing will endeavour to respond to enquiries about its services within 2 business days, but cannot guarantee that timeframe. Contact through the Website should not be relied upon for your psychological safety or wellbeing.

### Liability

To the extent permitted by law, we make no representations, warranties or guarantees that:

- our services, products or courses contained on the Website are suitable for you;
- the Website will operate uninterrupted, or can be accessed and used by you at all times without interruption;
- the Website will be free from defects or errors;



- the Website will be, or is, compatible with any software, hardware or service utilised by you;
- any data transmissions between you and us will be secure and that any data you send us shall at all times remain secure.

To extent permitted by law, all express and implied warranties and conditions (whether by statute, common law, equity, trade, custom, usage or otherwise) that in any way relate to the Website and the provision of any services provided by us are expressly excluded. Nothing in these Terms excludes or limits our liability regarding subject matter or a cause of action that cannot be excluded or limited by Australian law.

To the extent permitted by law, we 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 the Website or any content or services provided or made available through the Website. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any content on it, or on any website linked to it.

We reserve the right to suspend access to the Website without notice.

### **Intellectual property rights**

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

### **Privacy**

Our Privacy Policy is available [here](#)

### **Third party websites**

The Mindsight Wellbeing and social media platforms may contain links to other websites, resources and information. Those links are provided for convenience only and may not remain current or be maintained. We have no control over or rights in any linked website that is not our own. Your use of any linked website is entirely at your own risk. To the extent permitted by law, we will in no way 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 the Mindsight Wellbeing website or



social media platforms, or websites of other entities which are hyperlinked from our website or social media platforms.

### **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.