

# Psychwire Terms and Conditions

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# Professional Courses Terms and Conditions

Registration and participation in an online training course available on [www.psychwire.com](http://www.psychwire.com), ("**Promotional Website**") ("**Course**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785). "**You**" or "**Your**" means you as an individual who:

- (a) is in the process of or has completed the online registration process on [www.psychwire.com](http://www.psychwire.com) ("**Website**") or on the Promotional Website ("**Register**" or "**Registration**"); or
- (b) creates a User Profile enabling You to participate in the Course ("**Participate**" or "**Participation**").

## 1 Terms and Conditions

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- 1.1 Registration and Participation in the Course is governed by these Terms.
- 1.2 We periodically review the Terms and reserve the right to change the Terms, without any notice to You, by updating this document. You should review this document, as available on the Website, regularly as any changes to the Terms take immediate effect from the date of the publication. Your continued participation in the Course after any such changes are made will be deemed to constitute Your acceptance of those changes.
- 1.3 You should print off or save a local copy of the Terms for Your records.

## 2 Registration

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- 2.1 In order to Register, You must agree to the Terms by:
  - (a) clicking to accept/agree to the Terms; and
  - (b) paying the requisite fee to undertake the Course ("**Course Fee**") (unless you have a valid promotional code).
- 2.2 Notwithstanding clause 2.1, You may not accept the Terms or Register if:
  - (a) You are not of legal age to form a binding contract; or
  - (b) You are a person barred from entering into contracts:
    - (i) under Australian legislation; or
    - (ii) under legislation for the time being applicable to You.
- 2.3 In order to Register, You will be required to provide Your name, email address and payment details on the Website or the Promotional Website.
- 2.4 By accepting the Terms, You agree that this is clear and unequivocal proof that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that You have carefully read and understood the Terms.
- 2.5 If You do not understand any part of the Terms You should seek independent legal advice.

### 3 Course Participation

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3.1 The Course is intended for Participation only by:

- (a) individuals who, at the time of Participation, are licensed to practice as mental health professionals, including but not limited to general practitioners, psychologists, psychiatrists, mental health nurses or occupational therapists and require ongoing educational credits or units to maintain their licence to practise ("**CE Credits**") ("**Licensed Professionals**");
- (b) individuals who, at the time of Participation, are qualified or trained to provide guidance on behavioural change mechanisms for the improvement of psychological health and wellbeing, including counsellors, therapists and life coaches ("**Counsellors**");
- (c) individuals who, at the time of Participation, are enrolled in or have graduated from a professionally recognised mental health educational or training program, including but not limited to medicine, psychology, psychiatry, mental health nursing, counselling, psychotherapy, life coaching or occupational therapy ("**Students**").

3.2 In order to Participate, You must:

- (a) create an online account on the Website by providing Your name, email address and phone number, and creating a username and password ("**User Profile**"); and
- (b) agree to the Terms by clicking to accept/agree to the Terms.

3.3 Notwithstanding clause 3.2, You may not accept the Terms and Participate if You:

- (a) are not a Licensed Professional, Counsellor or Student; or
- (b) do not meet the requirements of clause 2.2.

3.4 By accepting the Terms, You agree that this is clear and unequivocal proof that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that You have carefully read and understood the Terms.

3.5 If You do not understand any part of the Terms You should seek independent legal advice.

3.6 The User Profile is personal to You and is not transferable. You are responsible for all actions taken and all information posted on or transmitted via Your User Profile. You should notify Us of any breach of security of Your User Profile immediately.

3.7 We may delete User Profiles in accordance with the Terms. If Your User Profile is deleted, You are prohibited from setting up a new User Profile.

3.8 Participation provides You with access to the:

- (a) Course; and
- (b) Course material, including video content, audio content, quizzes, resources (including handouts, transcripts, and research papers), blog content, images and animations available on the Website or otherwise provided in connection with the Course ("**Course Material**") for the duration of the course, as specified at the time of enrolment ("**Course Term**").

You will have access to the Course Material for the duration of the Course Term. You will not be able to access the Course or Course Material following such time.

#### 4 Course Cancellation

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- 4.1 We reserve the right to cancel, in our sole discretion, any Course. In the event a Course is cancelled, You will be contacted as soon as practicable and We will arrange a credit or refund of the Course Fee (on a pro-rata basis should the Course be cancelled during the Course Term) upon request.
- 4.2 You may cancel your Registration and request a refund of the Course Fee, less any applicable credit card fees, surcharges and, where relevant, the full retail cost of any textbook or other materials provided at no additional charge upon enrolment, provided that all of the following conditions are met:
- (a) no more than twenty percent (20%) of the course content has been accessed or completed, as determined by Our learning management system; and
  - (b) the refund request is submitted in writing within seven (7) calendar days from the date of Registration.

Should you cancel Your Registration after seven (7) calendar days from the day of Registration, you will not be entitled to a refund or credit of the Course Fee.

- 4.3 To cancel Your Registration, you must notify Us in writing by using the 'contact us' form on the Website.

#### 5 Payment

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- 5.1 The Course Fee is payable at the time of Registration (unless you have a valid promotional code). Your credit card will be debited for the full Course Fee at the time of Registration.
- 5.2 We use a third-party banking merchant to process payments of the Course Fee and, in these circumstances, Your use of these payment facilities may be subject to the terms and conditions of the third-party banking merchant.
- 5.3 We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever that You or another person may suffer in connection with the use of the third-party banking merchant.

#### 6 Licensed Professionals

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- 6.1 We do not and cannot issue CE Credits to Licensed Professionals.
- 6.2 CE Credits will be issued to eligible Licensed Professionals following the completion of the Course by the individual presenting the Course ("**Course Trainer**") or an entity which the Course Trainer has contracted with to provide CE Credits to Licensed Professionals on behalf of the Course Trainer ("**Co-Sponsor**").
- 6.3 Licensed Professionals subject to supervisory requirements by mental health board approved supervisors or supervisor training providers ("**Approved Supervisor**") in order to maintain their licence to practise ("**Supervisory Requirements**") acknowledge that the Courses are not supervised by Approved Supervisors and are

not a substitute for meeting Supervisory Requirements. Licensed Professionals subject to Supervisory Requirements are solely liable for ensuring that they meet Supervisory Requirements.

- 6.4 We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever that you or another person may suffer in connection with this clause 6.

## 7 Termination

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- 7.1 We may terminate Your Registration, if in Our reasonable opinion You have breached the Terms. If We terminate Your Registration:
- (a) Your User Profile will be deleted immediately (if applicable);
  - (b) You are no longer authorised to access the Course or Website;
  - (c) You will continue to be subject to and bound by all restrictions imposed on You by the Terms; and
  - (d) all licences granted by You and all disclaimers and limitations of Our liability set out in the Terms or elsewhere on the Website will survive termination.
- 7.2 You may terminate Your Registration at any time by notifying Us in writing by using the 'contact us' form on the Website. If you have a User Profile, we will delete Your User Profile within fourteen (14) days of receipt of such notification.
- 7.3 Notwithstanding clause 4, should Your Registration be terminated in accordance with clause 7.1 or 7.2, You will not be entitled to a refund or credit of the Course Fee.

## 8 Privacy and Security

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### Privacy

- 8.1 We collect and store the personal information You enter at the time of Registration and into the User Profile. The personal information We collect will be maintained in accordance with Our Privacy Policy available on the Website.
- 8.2 You acknowledge that We will disclose Your personal information, including Your name, location and professional title (if applicable) to Course Trainers and Co-Sponsors (if applicable).

### Security

- 8.3 You may publish material, content and information, including written text, papers, graphics, images, photographs and other forms of expression to the Website ("**Posted Content**").
- 8.4 You can control how Posted Content is shared and viewed on the Website through the 'privacy settings' linked to your User Profile on the Website ("**Privacy Settings**"). Where you have made Posted Content 'public' in your Privacy Settings ("**Public Posted Content**"), You allow others, including other individuals registered in the Course ("**Participants**") to access and use that information and to associate it with You.

- 8.5 We are not obligated to publish Public Posted Content on the Website and can remove it in our sole discretion at any time, with or without notice to You.

## 9 Intellectual Property

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- 9.1 We reserve all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after Registration ("**Intellectual Property**" or "**Intellectual Property Rights**") in all material, content and information, including but not limited to files, written text, papers, presentations, books, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression on the Website and in the Course ("**Content**").
- 9.2 By accepting the Terms, You are granted a non-exclusive, non-transferable licence to:
- (a) view;
  - (b) print pages from; and
  - (c) download Content from
- the Course, Course Materials and the Website for your personal use.
- 9.3 You must not, without Our prior written consent, which may be withheld in our absolute discretion:
- (a) copy, republish, reproduce, duplicate, extract or create derivative works from;
  - (b) reverse assemble, reverse compile, or otherwise translate;
  - (c) re-distribute, sell, rent or licence; or
  - (d) edit, modify or vary
- in whole or in part, any Content from the Course, Course Materials and/or the Website.
- 9.4 Subject to any third party's Intellectual Property Rights, You own all Intellectual Property Rights in Your Posted Content. You agree to grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use Your Intellectual Property in the Public Posted Content ("Licence"). The Licence ends when You delete Your Public Posted Content or Your User Profile, unless such content has been shared with others and they have not deleted it.
- 9.5 Notwithstanding clause 9.4, You agree that we may continue to use the Licence once You delete Your Public Posted Content or Your User Profile, so long as any personal information in connection with the Public Posted Content is de-identified in accordance with the requirements of the *Privacy Act 1988* (Cth).
- 9.6 Where You have provided feedback or other suggestions about the Course or the Website, You acknowledge that We may use such feedback or suggestions to improve the Course or Website without any obligation to compensate You for such feedback or suggestions.

## 10 Acceptable Use

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- 10.1 You must not use, or cause the Website or the Courses to be used, in any way which:
- (a) breaches any clause of the Terms;
  - (b) infringes Our or any third party's Intellectual Property Rights;
  - (c) is fraudulent, illegal or unlawful;
  - (d) causes impairment to the enjoyment or availability of, or accessibility to the Course or the Website; or
  - (e) is offensive or threatening to others, this includes posting obscene, harassing, defamatory, filthy, violent, pornographic, abusive, objectionable or illegal material to the Website.
- 10.2 We reserve the right to monitor Your use of the Website and participation in the Course, if in Our sole opinion, we consider that You are not complying with the Terms, We may cancel Your Registration and access to the Course effective immediately, which may result in Your loss of the Course Fees.

## 11 Indemnity and Liability

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### 11.1 General indemnity

You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act You do or cause to be done, in breach of the Terms.

### 11.2 Course Liability

To the extent permitted by law, We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that You or another person may suffer in connection with the use of or reliance on the Content provided in the Course, Course Materials or on the Website.

None of Our affiliates, directors, officers, employees, agents, contributors, third party content providers (including Course Trainers) or licensors make any express or implied representation or warranty about the Contents of the Course or the Website.

### 11.3 Information accuracy

You acknowledge that some of the Content on the Website and via the Course may be provided by way of blogs or comments made by other Participants and that We do not accept any liability for the accuracy of such information or Your reliance on the same.

### 11.4 Acceptance

By completing Registration, You agree and accept that the indemnity and limitations of liability provided in this clause 11 are reasonable.



## 12 Warranties and Representations

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### 12.1 By completing Registration, You:

- (a) accept the Terms;
- (b) confirm that all the information You have given us in connection with Your Registration is complete, true and correct;
- (c) accept that it is Your responsibility to ensure that the personal information You provide to Us is kept current. Any changes to Your name, address, email address, phone numbers, payment options or banking details (where necessary) should be sent to Us as soon as practicable;
- (d) agree to retain a current email address by which You can be contacted for the Course Term; and
- (e) agree that you will not publish Posted Content which infringes any third party's Intellectual Property Rights.

You acknowledge that You may be prevented from completing Registration or have Your Registration and Participation cancelled if we determine, in our sole opinion, that any of the above statements are untrue, or You are otherwise in breach of the Terms.

### 12.2 To the extent permitted by law, the Content of the Course, Course Material and Website is provided without any warranties of any kind, whether statutory, express or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, compatibility with software or equipment. We make no warranties or representations that the Course, Course Material or Website will be free from error or liability. By participating in the Course or using the Website or any of the Course Material You accept all liability for Your actions.

## 13 General Provisions

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- 13.1 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.2 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 13.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 13.4 This agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

# The DBT Comprehensive Online Program Terms and Conditions

Registration and participation in the online program known as 'the DBT Comprehensive Online Program' ("**The DBT Comprehensive Online Program**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785) and its associated partners. "**You**" or "**Your**" means you as an individual who:

- (a) is in the process of or has completed the online registration process on <https://psychwire.com/> ("**Website**") ("**Register**" or "**Registration**"); or
- (b) creates a User Profile enabling You to participate in The DBT Comprehensive Online Program ("**Participate**" or "**Participation**").

## 1 Terms and Conditions

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- 1.1 Registration and Participation in The DBT Comprehensive Online Program is governed by these Terms.
- 1.2 You should print off or save a local copy of the Terms for Your records.

## 2 Program Registration

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- 2.1 In order to Register, You must agree to the Terms by:
  - 2.1.1 clicking to accept/agree to the Terms; and
  - 2.1.2 paying the fees for Participation in The DBT Comprehensive Online Program ("**The DBT Comprehensive Online Program Fee**") as an upfront once-off payment or by instalments.
- 2.2 There are three (3) pathways relevant to The DBT Comprehensive Online Program as set out below and You will have the option of selecting your pathway. Notwithstanding any stated commencement date for the DBT Intensive and DBT Intensive Plus pathways, We may change such commencement date by notice to you if there are insufficient participants for that pathway to commence. The three pathways are:
  - 2.2.1 DBT Foundational – To provide participants with training to get "up to speed" in the essential content of DBT;
  - 2.2.2 DBT Intensive – Comprehensive learning experience offering practical knowledge and guidance on how to apply DBT in treatment settings. This pathway is designed for existing clinical teams to work together to deliver effective treatment. This pathway will be present in 4 phases; and
  - 2.2.3 DBT Intensive Plus – Immersive and comprehensive pathway designed to train the participant in the critical elements of DBT and how to practically apply DBT. This pathway is designed for individual mental health professionals who are not yet part of a team. This pathway contains all aspects of the DBT Intensive pathway plus it will assist participants to become part of a DBT consultation team.

- 2.3 The DBT Comprehensive Online Program Fee will be the amount paid by You at the time of Registration.
- 2.4 We, in Our absolute discretion, may offer a discount on The DBT Comprehensive Online Program Fee.
- 2.5 In paying The DBT Comprehensive Online Program Fee, We may provide You with a coupon or coupons for an upcoming course We offer ("**Coupon**"). Such Coupon is provided by Us to You in our absolute discretion. The Coupon is not redeemable for cash and cannot be resold or exchanged.
- 2.6 Notwithstanding clause 2.1, You may not accept the Terms, Register or Participate if:
  - 2.6.1 You are not of legal age to form a binding contract; or
  - 2.6.2 You are a person barred from entering into contracts:
    - (i) under Australian legislation; or
    - (ii) under legislation for the time being applicable to You.
- 2.7 In order to Register, You will be required to provide Your name, email address and payment details on the Website or via any method approved by Us.
- 2.8 By accepting the Terms, You agree that the Terms are not unconscionable, that there is no unfair bargaining power or position, that there is no duress, and that You have carefully read and understood the Terms.
- 2.9 If You do not understand any part of the Terms, You should seek independent legal advice.

### **3 Program Participation**

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- 3.1 The DBT Comprehensive Online Program is intended for participation by practising mental health therapists/professionals who work or intend to work and participate in an active DBT program in an active DBT program.
- 3.2 You acknowledge and agree that Registration allows You to Participate in only 1 of the 3 pathways.
- 3.3 In order to Participate, You must:
  - 3.3.1 create an online account on the Website by providing Your name, email address and phone number, and creating a username and password ("**User Profile**");
  - 3.3.2 Register pursuant to clause 2; and
  - 3.3.3 Accept the terms in the Training Agreement as annexed, if applicable.
- 3.4 The User Profile is personal to You and is not transferable. You are liable for all actions taken and all information posted on or transmitted via Your User Profile. You agree to notify Us of any breach of security of Your User Profile immediately.
- 3.5 We may delete User Profiles at our discretion. If Your User Profile is deleted, You are prohibited from setting up a new User Profile.

3.6 Participation provides You with access to:

- 3.6.1 The DBT Comprehensive Online Program;
- 3.6.2 The DBT Comprehensive Online Program materials, including video content, audio content, quizzes, handouts, transcripts, research papers, blog content, images and animations available on the Website ("**The DBT Comprehensive Online Program Material**"); and
- 3.6.3 Post content on a forum within the Website.

3.7 The DBT Comprehensive Online Program will run for a period of twelve (12) months from the date The DBT Comprehensive Online Program commences ("**The DBT Comprehensive Online Program Term**").

You will have access to The DBT Comprehensive Online Program Material for the duration of The DBT Comprehensive Online Program Term. You will not be able to access The DBT Comprehensive Online Program Material following such time.

### **DBT Intensive and DBT Intensive Plus pathways**

3.8 If You are undertaking the DBT Intensive or DBT Intensive Plus pathway of The DBT Comprehensive Online Program, You acknowledge and agree that the training agreement as annexed to these Terms and titled "Annexure A" ("**Training Agreement**") forms part of the Terms.

## **4 The DBT Comprehensive Online Program Cancellation**

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4.1 We, in our sole discretion, reserve the right to cancel The DBT Comprehensive Online Program. In the event that The DBT Comprehensive Online Program is cancelled, You will be contacted as soon as practicable and We will arrange a credit or refund of The DBT Comprehensive Online Program Fee (on a pro-rata basis should The DBT Comprehensive Online Program be cancelled during The DBT Comprehensive Online Program Term) upon request.

4.2 You may cancel your Registration and request a refund of the DBT Comprehensive Online Program Fee, less any applicable credit card fees, surcharges and, where relevant, the full retail cost of any textbook or other materials provided at no additional charge upon enrolment, provided that all of the following conditions are met:

- (a) no more than twenty percent (20%) of the course content has been accessed or completed, as determined by Our learning management system; and
- (b) the refund request is submitted in writing within seven (7) calendar days from the date of Registration.

Should you cancel Your Registration after seven (7) calendar days from the day of Registration, subject to clause 4.3 below, you will not be entitled to a refund or credit of the DBT Comprehensive Online Program Fee.

4.3 Your rights to cancel Your Registration will always be subject to Australian Consumer Law guarantees and you may cancel Your Registration at any time if the DBT Comprehensive Online Program fails to meet such guarantees. Guarantees under the Australian Consumer Law includes the guarantee that the service provided to You is provided with acceptable care and skill.

- 4.4 To cancel Your Registration, you must notify Us in writing by using the 'contact us' form on the Website.

## 5 Payment

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- 5.1 The DBT Comprehensive Online Program Fee is payable as an upfront once-off payment to be made at the time of Registration.
- 5.2 Notwithstanding anything to the contrary in this Agreement, if You are undertaking the DBT Intensive Plus pathway, You may, subject to Your election and Our confirmation, pay, subject to a 10% surcharge, The DBT Comprehensive Online Program Fee in twelve instalments over the course of one (1) year.
- 5.3 You authorise us to debit your credit card for The DBT Comprehensive Online Program Fee in accordance with clause 5.1 or clause 5.2, whichever is applicable.
- 5.4 We use a third-party banking merchant to process payments of The DBT Comprehensive Online Program Fee and, in these circumstances, Your use of these payment facilities may be subject to the terms and conditions of the third-party banking merchant.
- 5.5 We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever that You or another person may suffer in connection with the use of the third-party banking merchant.

## 6 Licensed Professionals

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- 6.1 We do not and cannot issue continuing education credits to licensed professionals.
- 6.2 Licensed professionals subject to supervisory requirements by mental health board or other regulatory or professional association approved supervisors or supervisor training providers ("**Approved Supervisor**") in order to maintain their licence to practise ("**Supervisory Requirements**") acknowledge that The DBT Comprehensive Online Program is not supervised by Approved Supervisors and is not a substitute for meeting Supervisory Requirements. Licensed professionals subject to Supervisory Requirements are solely liable for ensuring that they meet their respective Supervisory Requirements.
- 6.3 We will not be liable for, and You indemnify Us from all liability, for any loss or damage whatsoever that You or another person may suffer in connection with this clause 6.

## 7 Termination

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- 7.1 We may terminate Your Registration, if You have breached the Terms. If We terminate Your Registration:
- 7.1.1 Your User Profile will be deleted immediately (if applicable);
  - 7.1.2 You are no longer authorised to access The DBT Comprehensive Online Program or the Website;
  - 7.1.3 You will continue to be subject to and be bound by all restrictions imposed on You by the Terms; and

- 7.1.4 all licences granted by You and all disclaimers set out in the Terms or elsewhere on the Website will survive termination.
- 7.2 You may terminate Your Registration at any time by notifying Us in writing by using the 'contact us' form on the Website. If you have a User Profile, we will delete Your User Profile within fourteen (14) days of receipt of such notification.
- 7.3 Notwithstanding clause 4, should Your Registration be terminated in accordance with clause 7.1 or 7.2, You will not be entitled to a refund or credit of The DBT Comprehensive Online Program Fee.

## 8 Privacy and Security

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### Privacy

- 8.1 We collect and store the personal information You enter at the time of Registration and into the User Profile. The personal information We collect will be maintained in accordance with Our Privacy Policy available on the Website.
- 8.2 You acknowledge that We will disclose Your personal information, including Your name, location and professional title (if applicable) to trainers appearing on The DBT Comprehensive Online Program from time to time.
- 8.3 You acknowledge and agree that We may collect data and information from or about You before, during and after The DBT Comprehensive Online Program relating to The DBT Comprehensive Online Program, including Your experiences and de-identified patient behaviours and outcomes for the purposes of research and improving The DBT Comprehensive Online Program. Any information we collect will be maintained in accordance with Our Privacy Policy.

### Security

- 8.4 You may publish material, content and information, including written text, papers, graphics, images, photographs and other forms of expression to the Website ("**Posted Content**").
- 8.5 You can control how Posted Content is shared and viewed on the Website through the 'privacy settings' linked to your User Profile on the Website ("**Privacy Settings**"). Where you have made Posted Content 'public' in your Privacy Settings ("**Public Posted Content**"), You allow others, including other individuals registered on The DBT Comprehensive Online Program ("**Participants**") to access and use that information and to associate it with You.
- 8.6 We are not obligated to publish Public Posted Content on the Website and can remove it in our sole discretion at any time, with or without notice to You.
- 8.7 We will not share any information You post on any forums within our Website with any third parties without your written consent.

## 9 Intellectual Property

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- 9.1 We reserve all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after Registration ("**Intellectual Property**" or "**Intellectual Property Rights**") in all material, content and information,

including but not limited to files, written text, papers, presentations, books, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression on the Website and on The DBT Comprehensive Online Program ("**Content**").

- 9.2 By accepting the Terms, You are granted a perpetual, revocable, non-exclusive, non-transferable licence to:

- 9.2.1 view and use;
- 9.2.2 print pages from; and
- 9.2.3 download Content from

The DBT Comprehensive Online Program, The DBT Comprehensive Online Program Materials and the Website for Your personal education and training purposes and for use in Your clinical practice, excluding the training of any employee or staff members ("**Proper Purpose**").

- 9.3 You must not, without Our prior written consent, which may be withheld in our absolute discretion:

- 9.3.1 copy, republish, reproduce, duplicate, distribute, extract or create derivative works from;
- 9.3.2 reverse assemble, reverse compile, or otherwise translate;
- 9.3.3 re-distribute, sell, rent or licence;
- 9.3.4 use for a purpose other than the Proper Purpose; or
- 9.3.5 edit, modify or vary

in whole or in part, any Content from The DBT Comprehensive Online Program, The DBT Comprehensive Online Program Materials and/or the Website.

- 9.4 Subject to any third party's Intellectual Property Rights, You own all Intellectual Property Rights in Your Posted Content. You agree to grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use Your Intellectual Property in the Public Posted Content ("**Licence**"). The Licence ends when You delete Your Public Posted Content or Your User Profile, unless such content has been shared with others and they have not deleted it.
- 9.5 Notwithstanding clause 9.4, You agree that We may continue to use the Licence once You delete Your Public Posted Content or Your User Profile, so long as any personal information in connection with the Public Posted Content is de-identified in accordance with the requirements of the *Privacy Act 1988* (Cth).
- 9.6 Where You have provided feedback or other suggestions about The DBT Comprehensive Online Program or the Website, You acknowledge that We may use such feedback or suggestions to improve The DBT Comprehensive Online Program or the Website without any obligation to compensate You for such feedback or suggestions.

## 10 Acceptable Use

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- 10.1 You must not use, or cause the Website or The DBT Comprehensive Online Program to be used, in any way which:
- 10.1.1 breaches any clause of the Terms;
  - 10.1.2 infringes Our or any third party's Intellectual Property Rights;
  - 10.1.3 is fraudulent, illegal or unlawful;
  - 10.1.4 causes impairment to the enjoyment or availability of, or accessibility to The DBT Comprehensive Online Program or the Website; or
  - 10.1.5 is offensive or threatening to others, this includes posting obscene, harassing, defamatory, filthy, violent, pornographic, abusive, objectionable or illegal material to the Website.
- 10.2 We reserve the right to monitor Your use of the Website and participation in The DBT Comprehensive Online Program and if we reasonably consider that You are not complying with the Terms, We may cancel Your Registration and access to The DBT Comprehensive Online Program effective immediately, which may result in Your loss of The DBT Comprehensive Online Program Fees.

## 11 Indemnity and Liability

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### 11.1 General indemnity

You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act You do or cause to be done, in breach of the Terms howsoever arising.

### 11.2 Exclusion of Liability

- 11.2.1 To the maximum extent permitted by law, We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that You or another person may suffer in connection with the use of or reliance on the Content provided in The DBT Comprehensive Online Program, The DBT Comprehensive Online Program Materials or on the Website.
- 11.2.2 Subject to clause 11.2(a), Our total maximum liability to You for any damages is the total paid up amount by You of The DBT Comprehensive Online Program Fee.
- 11.2.3 None of Our affiliates, directors, officers, employees, agents, contributors, third party content providers (including The DBT Comprehensive Online Program trainers) or licensors make any express or implied representation or warranty about the Contents of The DBT Comprehensive Online Program or the Website.
- 11.2.4 You acknowledge and agree that The DBT Comprehensive Online Program is an online course and there are limitations that may affect Your ability to access The DBT Comprehensive Online Program or any associated materials. Such limitations may include, but is not limited to, a poor or



non-functional internet connection. You agree that We will not be liable for any loss or damage if You are unable to properly access The DBT Comprehensive Online Program or any associated materials for any reason whatsoever.

### 11.3 No Guarantee as to results

You agree that participation in The DBT Comprehensive Online Program does not guarantee results of any kind. We expressly exclude any and all liability that The DBT Comprehensive Online Program will:

- (a) Meet Your expectations of any kind;
- (b) Suit Your needs; or
- (c) In any way produce a result that You hope to achieve.

### 11.4 Information accuracy

You acknowledge that some of the Content on the Website and via The DBT Comprehensive Online Program may be provided by way of blogs or comments made by other Participants and that We do not accept any liability for the accuracy of such information or Your reliance on the same.

### 11.5 Acceptance

By completing Registration, You agree and accept that the indemnity and limitations of liability provided in this clause 11 are reasonable.

### 11.6 Termination

You agree that this clause 11 will survive the termination of Your Registration, Participation or completion of The DBT Comprehensive Online Program.

## 12 Warranties and Representations

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### 12.1 By completing Registration, You:

- 12.1.1 accept the Terms;
- 12.1.2 confirm that all the information You have given us in connection with Your Registration is complete, true and correct;
- 12.1.3 acknowledge and agree that The DBT Comprehensive Online Program is only an educational course and is not a substitute for therapy of any kind;
- 12.1.4 accept that it is Your responsibility to ensure that the personal information You provide to Us is kept current. Any changes to Your name, address, email address, phone numbers, payment options or banking details (where necessary) should be sent to Us as soon as practicable;
- 12.1.5 agree to retain a current email address by which You can be contacted for The DBT Comprehensive Online Program Term; and
- 12.1.6 agree that you will not publish Posted Content which infringes any third party's Intellectual Property Rights.

You acknowledge and agree that You may be prevented from completing Registration or have Your Registration and Participation cancelled if we determine, in our sole opinion, that any of the above statements are untrue, or You are otherwise in breach of the Terms.

12.2 You further acknowledge and agree that:

- 12.2.1 DBT may not be considered to be the current 'standard of care' for any particular clinical population and The DBT Comprehensive Online Program is not designed to provide You with a one-size-fits-all approach in your practise;
- 12.2.2 DBT is one of a range of methods that a practitioner may employ in practise and any methods learned or obtained as a result of The DBT Comprehensive Online Program may not be a substitute for any other methods;
- 12.2.3 Any methods learning or obtained as a result The DBT Comprehensive Online Program may not be the most effective or suitable for use in Your practise;
- 12.2.4 You hold the relevant prerequisites to provide mental health treatment in Your jurisdiction and will provide such services during The DBT Comprehensive Online Program Term;
- 12.2.5 Participation does not create any affiliation between You and Us; and
- 12.2.6 We are not obligated to but may, at our election, provide you upon completion of The DBT Comprehensive Online Program, a letter of completion. We will not provide you with any certification that states words to the effect of that You are a competent practitioner of DBT in any jurisdiction.

- 12.3 To the extent permitted by law, the Content of The DBT Comprehensive Online Program, The DBT Comprehensive Online Program Material and Website is provided without warranties of any kind, whether statutory, express or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, compatibility with software or equipment. We make no warranties or representations that The DBT Comprehensive Online Program, The DBT Comprehensive Online Program Material or Website will be free from error or liability. By participating in The DBT Comprehensive Online Program or using the Website or any of The DBT Comprehensive Online Program Material, You accept all liability for Your actions.
- 12.4 You agree that this clause 12 will survive the termination of Your Registration, Participation or completion of The DBT Comprehensive Online Program.

### **13 General Provisions**

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- 13.1 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 13.2 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

- 13.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 13.4 This agreement shall be governed by and construed in accordance with the laws of New South Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales.

## Annexure A – Training Agreement

The terms in this Training Agreement are applicable to You if You are undertaking the DBT Intensive or DBT Intensive Plus pathways of The DBT Comprehensive Online Program and are in addition to the Terms and Conditions of The DBT Comprehensive Online Program.

### 1 General Training Terms

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- 1.1 A component of the DBT Intensive or DBT Intensive Plus pathways (“**Intensive Pathways**”) requires You and other participants to be recorded using a third party software (such as “Zoom” or any other similar HIPAA compliant program from time to time) and will be viewed by other participants who are engaged in the Intensive Pathways (“**Recorded Sessions**”).
- 1.2 You acknowledge and agree that it is fundamental to the Intensive Pathways that participants engage in the activities in a proper manner and in that regard You will:
  - (a) Read any attendance and participation guidelines that may be provided from time to time;
  - (b) Take necessary steps to stay current with any learning tasks or practice exercises or homework;
  - (c) Practice any directed exercises with a member of Our team and other participants;
  - (d) Conduct Yourself in a professional and courteous manner at all times;
  - (e) Not threaten or abuse another participant in any manner;
  - (f) Not solicit or engage other participants in financial relationships during The DBT Comprehensive Online Program Term;
  - (g) Not engage in any private or exclusive relationships with any other participants during The DBT Comprehensive Online Program Term.

### 2 Audio and Visual Transmission

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- 2.1 You acknowledge and agree to participate in audio and visual recordings and transmission relevant to the Intensive Pathways such as:
  - (a) The Recorded Sessions;
  - (b) Video-based discussion sessions with trainers and consultants (unrecorded); and
  - (c) Any other session from time to time.
- 2.2 You agree to the recording of your participation in the Intensive Pathways and further agree to grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use such recording for any purpose relevant to the Intensive Pathways. You acknowledge and agree that any recording of You may be distributed to other participants.

- 2.3 Any recordings the subject of clause 2.2 will not be used for a purpose other than for the Intensive Pathways unless the Parties have agreed in writing otherwise or if disclosure of any recording is required under law.
- 2.4 Subject to clause 2.3, You agree that any recordings, the subject of the Intensive Pathways, will be deleted upon the termination of The DBT Comprehensive Online Program Term. We will also delete any such recordings from Our systems.
- 2.5 You acknowledge and agree that any audio and visual recording, not the subject of this clause 2, is strictly prohibited and You agree not to make any such recordings.
- 2.6 You acknowledge and agree that the audio and visual recordings and transmissions are held over a third party program and distributed to participants where We do not have control over how the recipients will use such recordings or transmissions. We do not provide any warranties that such recordings or transmissions are secure and You acknowledge and agree that there will always remain a risk that such recordings and transmissions are intercepted, recorded in breach of these Terms or used in a manner contrary to these Terms. You further acknowledge and agree to take all reasonable steps to protect and secure the content of any recordings or transmissions contemplated in clause 2.1.
- 2.7 You acknowledge and agree that a breach of this clause 2.2 is a fundamental breach of this Agreement and We reserve the right to terminate your Registration immediately.

### **3 Conflict of Interest**

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- 3.1 You acknowledge and agree that You may be required to participate in the review of one or more Recorded Sessions, an individual's therapy sessions or group therapy sessions ("**Session Review**") and will excuse yourself from participation when You are aware of a conflict of interest.
- 3.2 A conflict of interest may arise in situations where, save for another participant of the Intensive Pathways,;
  - (a) You know the person(s) in the Session Review;
  - (b) the person(s) is a patient of Yours; or
  - (c) any other instances where a conflict of interest may appear to arise.
- 3.3 In the event that a conflict of interest has arisen, We will not refund, in part or in full, any portion of The DBT Comprehensive Online Program Fee.

### **4 Confidentiality**

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- 4.1 You acknowledge and agree that in participating in the Intensive Pathways, You will be in receipt of confidential information, including but not limited to patient health information and You agree to keep confidential:
  - (a) any and all discussions that may arise from the Recorded Sessions including, but not limited to, information relating to a patient or client provided by another participant of the Intensive Pathways;
  - (b) any recordings of the Recorded Sessions, audio, video or both;

- (c) any notes, in any recorded format, created as a result of the Recorded Session;
  - (d) any details relating to another participant of the Intensive Pathways;
  - (e) any details relating to a patient the subject of the Intensive Pathways; and
  - (f) any other information that is or is reasonably thought of as confidential in nature.
- 4.2 Notwithstanding clause 4.1, You may use confidential information only for the purposes of the Intensive Pathways and in a manner that limits the possibility of accidental disclosure. You may not use such information on any forums or on any other public space, whether on the Website or otherwise.
- 4.3 Notwithstanding anything to the contrary, a breach of this clause 4 grants Us the right to immediately terminate this Agreement in accordance with clause 7 of the Terms.

## Terms and Conditions for ASK for Questioner

Participation and use of the ASK feature on Our website ("**ASK**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785) and its associated partners. "**You**" or "**Your**" means you as an individual who provides questions on ASK.

### 1 Registering to use ASK

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- 1.1 In order to use ASK, You must agree to the Terms by:
  - 1.1.1 registering and maintaining a user account with Us ("**Register**"); and
  - 1.1.2 being at least eighteen (18) years of age; and
  - 1.1.3 clicking on the button stating accept/agree to the Terms; or
  - 1.1.4 using or continuing to use ASK; or
  - 1.1.5 providing Your written confirmation to Us, electronically or otherwise.
- 1.2 To Register, You must provide Your details in the registration form including any personal information that We require ("**Registration**"). Information You provide in Your Registration will be treated in accordance with Our privacy policy found on Our website.

### 2 Effects of Registration

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- 2.1 By completing Registration, You:
  - 2.1.1 accept the Terms;
  - 2.1.2 confirm that all the information You have given Us in connection with Your Registration is complete, true and correct;
  - 2.1.3 acknowledge and agree that ASK is not a substitute for therapy or medical advice of any kind;
  - 2.1.4 accept that it is Your responsibility to ensure that the personal information You provide to Us is kept current;
  - 2.1.5 agree that You will not publish posted content which infringes any third party's intellectual property rights; and
  - 2.1.6 will be allowed to pose questions on ASK.
- 2.2 You agree that We may, at our absolute discretion, not approve your application for Registration.
- 2.3 You agree that We may, at our absolute discretion, cancel Your Registration for any reason.
- 2.4 You agree that if your Registration is not approved or is cancelled, we do not have to provide reasons for our decision to refuse Your Application for Registration or to cancel your Registration.

2.5 Upon termination of Your Registration, You:

2.5.1 will not be able to use ASK; and

2.5.2 must not use ASK by completing a new Registration or otherwise.

### 3 Use of ASK

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3.1 ASK is an online feature on Our website that allows registered users to pose questions and for answers to be provided.

3.2 ASK is not a medical facility nor a substitute avenue for medical advice.

3.3 Your Registration will only allow You to pose questions. You will not be allowed to post answers.

3.4 In posing questions on ASK, You agree that Your question(s):

3.4.1 may not be answered; and

3.4.2 will be curated by Us and We reserve the right at Our sole discretion to amend the question(s) from its original form or to disregard the question entirely.

### 4 Acceptable Use

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4.1 You must not use ASK in any way which:

4.1.1 breaches any clause of the Terms;

4.1.2 infringes Our or any third party's intellectual property rights;

4.1.3 is fraudulent, illegal or unlawful;

4.1.4 causes impairment to the enjoyment or availability of, or accessibility to ASK or Our website; or

4.1.5 is offensive or threatening to others, this includes posting obscene, harassing, defamatory, filthy, violent, pornographic, abusive, objectionable or illegal material.

4.2 We reserve the right to monitor Your use of ASK.

### 5 Your Content

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5.1 You agree that your registered details, any profile pictures uploaded and/or questions posed by You on ASK ("**Your Content**") belong to You and We take no responsibility for, nor expressly or impliedly endorse, Your Content.

5.2 You agree to grant Us a non-exclusive, transferable, sub-licensable, royalty-free, perpetual, irrevocable, worldwide licence to use, copy, modify, adapt, prepare derivative works from, distribute, perform and display Your Content. You agree that this licence includes the right for Us to make Your Content available to other companies, organizations, business partners, or individuals who collaborate with Us for the syndication, broadcast, communication and making available to the public,



distribution or publication of Your Content on or through ASK or other media or distribution methods.

- 5.3 You acknowledge and agree that We may preserve Your Content and may also disclose Your Content and related information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary, without limitation, to:
- 5.3.1 comply with a legal requirement, applicable laws or governmental requests;
  - 5.3.2 enforce these Terms;
  - 5.3.3 respond to claims that any of Your Content violates the rights of third parties; or
  - 5.3.4 detect, prevent, or otherwise address fraud, security or technical issues.
- 5.4 You further agree that We may continue to use Your Content after Your Registration has been terminated so long as any personal information in connection with the Your Content is de-identified in accordance with the requirements of the *Privacy Act 1988* (Cth).
- 5.5 You irrevocably waive Your rights to any derivative works that arises from Our use of Your Content and You agree that You have no claim to such derivative works.
- 5.6 We reserve the right to delete, remove or not publish Your Content at any time and at Our sole discretion.
- 5.7 You agree that this clause 5 survives termination of Your Registration.

## 6 Intellectual Property

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- 6.1 We reserve all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after Registration ("**Intellectual Property**") in all material, content and information, including but not limited to files, written text, papers, presentations, books, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression on Our website.
- 6.2 Nothing in these Terms confer on You a right to use any of Our Intellectual Property.
- 6.3 You must not, without Our prior consent, which may be withheld at Our absolute discretion:
- 6.3.1 copy, republish, reproduce, duplicate, distribute, extract or create derivative works from;
  - 6.3.2 reverse assemble, reverse compile, or otherwise translate;
  - 6.3.3 re-distribute, sell, rent or licence; or
  - 6.3.4 edit, modify or vary
- in whole or in part, any material from Our website including any content from ASK.

- 6.4 Where You have provided feedback or other suggestions about ASK or Our website, You acknowledge that We may use such feedback or suggestions to improve ASK or Our website without any obligation to compensate You for such feedback or suggestions.
- 6.5 You agree that this clause 7 will survive the termination of Your Registration

## **7 Indemnity and liability**

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### **7.1 General indemnity**

You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act You do or cause to be done, in breach of the Terms howsoever arising.

### **7.2 Exclusion of Liability**

7.2.1 To the maximum extent permitted by law, We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that You or another person may suffer in connection with the use of or reliance on any content found on ASK or Our website.

7.2.2 You acknowledge and agree that ASK is an online feature on Our website and there are limitations that may affect Your ability to access ASK. Such limitations may include, but is not limited to, a poor or non-functional internet connection. You agree that We will not be liable for any loss or damage if You are unable to properly access ASK for any reason whatsoever.

### **7.3 No Guarantee as to results**

You agree that participation in ASK does not guarantee an answer to any questions You pose or provide You with results of any kind. We expressly exclude any and all liability that ASK will:

- (a) meet Your expectations of any kind;
- (b) suit Your needs; or
- (c) in any way produce a result that You hope to achieve.

### **7.4 Information accuracy**

You acknowledge that answers provided on ASK are not provided by Us and that We do not accept any liability for the accuracy of such information or Your reliance on the same.

### **7.5 Acceptance**

By completing Registration, You agree and accept that the indemnity and limitations of liability provided in this clause 7 are reasonable.

## 7.6 Termination

You agree that this clause 7 will survive the termination of Your Registration.

## 8 Warranties and Representations

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8.1 To the extent permitted by law, ASK is provided “as is” and “as available” without warranties of any kind, whether statutory, express or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, compatibility with software or equipment. We make no warranties or representations that ASK will be free from error or liability. By posing a question on ASK or using ASK or Our website, You accept all liability for Your actions.

8.2 You agree that this clause 8 will survive the termination of Your Registration.

## 9 General Provisions

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9.1 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

9.2 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

9.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.

9.4 This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.

9.5 We reserve the right to make changes to these Terms from time to time at Our sole discretion. You agree to be bound by these changes by continuing to use ASK.

9.6 If You do not understand any part of the Terms, You should seek independent legal advice.

## Terms and Conditions for ASK for Expert Answerer

Participation and use of the ASK feature on Our website ("**ASK**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785) and its associates. "**You**" or "**Your**" means you as an individual who provides any answers on ASK.

**1** In order to use ASK, You must agree to the Terms by:

- 1.1.1 registering and maintaining a user account with Us ("**Register**"); and
- 1.1.2 clicking on the button stating accept/agree to the Terms; or
- 1.1.3 using or continuing to use ASK; or
- 1.1.4 providing Your written confirmation to Us, electronically or otherwise.
- 1.2 To Register, You must provide Your details on the registration form including any licence details as necessary ("**Registration**"). If You have provided a licence number, You must ensure that Your licence remains valid at all times when You provide an answer on ASK.
- 1.3 We reserve the right to terminate Your Registration if We determine at Our sole discretion that You are in breach of these Terms.
- 1.4 You may terminate Your Registration by providing Us with notice to that effect.
- 1.5 We will provide You with questions asked by other users of ASK. You are not obliged to answer any questions if You choose not to. Any answers You provide will be indexed to google via Our website.
- 1.6 You agree that any answers You provide are Your opinion in the matter and does not constitute a representation by Us. Your use of ASK does not create, nor be construed to create, any express or implied relationship of employment, agency or partnership between You and Us.
- 1.7 We reserve the right not to post and/or to remove any questions and associated answers on ASK at any time at Our sole discretion.
- 1.8 You agree to grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use Your intellectual property in any content You post on ASK and/or in any profile details or pictures you have registered with Us, either in whole or in part. You further agree that We may continue to use any such licensed content after Your Registration has been terminated.
- 1.9 You agree that no money will be payable to You by Us at any time for Your participation on ASK.
- 1.10 We shall not be liable to You for any direct, indirect, incidental, special, consequential, tort (including negligence), contractual or economic damages whatsoever (including, without limitation damages for loss of business, profits (whether incurred directly or indirectly), savings, goodwill, business interruption, loss of business information, or any other pecuniary loss or exemplary damages) which may be incurred by You in relation to or as a result of Your use of, or inability to use, ASK howsoever arising.
- 1.11 You shall fully indemnify and keep Us harmless from and against any and all actions, proceedings, claims, demands, loss, damage, costs, fines, levies, impositions,

penalties, legal costs (on a full indemnity basis) and professional and other expenses or outgoings of any nature, whether direct, indirect or consequential (including but not limited to any economic loss or other loss of turnover profits business or goodwill), which may be made or brought against, suffered or incurred by Us in consequence of Your use of ASK whether brought against Us by a third party or otherwise.

- 1.12 Clauses 1.8, 1.10 and 1.11 survives the termination of Your Registration.
- 1.13 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 1.14 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 1.15 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 1.16 This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.
- 1.17 We reserve the right to make changes to these Terms from time to time at Our sole discretion. You agree to be bound by these changes by continuing to use ASK.
- 1.18 If You do not understand any part of the Terms, You should seek independent legal advice.

# Terms and Conditions for Book A Therapist for Therapists

Participation and use of the Book a Therapist feature on Our website ("**BAT**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785) and its associated partners. "**You**" or "**Your**" means you as a medical or healthcare practitioner who accepts bookings on BAT and provides medical or health services in respect of those bookings.

## 1 Registering to use BAT

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- 1.1 In order to use BAT, You must agree to the Terms by:
  - 1.1.1 registering and maintaining a user account with Us ("**Register**"); and
  - 1.1.2 provide the details of a current credit card for the purposes of paying the Fees;
  - 1.1.3 clicking on the button stating accept/agree to the Terms; or
  - 1.1.4 using or continuing to use BAT; or
  - 1.1.5 providing Your written confirmation to Us, electronically or otherwise.
- 1.2 To Register, You must provide Your details in the registration form including any personal information and licence/practicing registration number that We require ("**Registration**"). Information You provide in Your Registration will be treated in accordance with Our privacy policy found on Our website.

## 2 Effects of Registration

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- 2.1 By completing Registration, You:
  - 2.1.1 accept the Terms;
  - 2.1.2 confirm that all the information You have given Us in connection with Your Registration is complete, true and correct;
  - 2.1.3 agree that any licence You hold allowing You to practice as a medical or healthcare practitioner is valid and will remain valid at all times;
  - 2.1.4 agree to notify Us immediately upon any changes or purported changes to Your licence that may prevent You from practicing as a medical or healthcare practitioner;
  - 2.1.5 agree that You hold and will maintain all insurance policies that a reasonable practitioner will hold;
  - 2.1.6 accept that it is Your responsibility to ensure that any information You provide to Us is kept current; and
  - 2.1.7 grant Us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use Your intellectual property in relation to any content We post on BAT.

- 2.2 You acknowledge and agree that You may be prevented from completing Registration or have Your Registration terminated if We determine, in Our sole opinion, that any of the above statements are untrue, or You are otherwise in breach of the Terms.
- 2.3 Upon termination of Your Registration:
- 2.3.1 You will not be able to use BAT;
  - 2.3.2 Any bookings accepted on BAT will be cancelled by Us with no liability as to payment to You by Us; and
  - 2.3.3 Any liability for Fees already incurred by You for your use of BAT will remain due and payable.

### **3 BAT System**

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- 3.1 BAT is an online feature that allows registered users ("**Clients**") to book appointments with medical or healthcare practitioners ("**Practitioners**") and for Practitioners to accept such bookings and render their services.
- 3.2 BAT is for Licenced Practitioners in private practice or in a private practice setting such as medical centres that accept fee-paying appointments from clients and patients. As such, bonus offers such as discounts on courses, annual fee waivers and offers on third party product only apply to registered users that are currently practicing privately.
- 3.3 Bonus offers shall be subject to the terms and condition of the promoted offer at the time of the offer.
- 3.4 BAT will allow You to list Your availability to accept bookings from Clients and you must ensure that such availability is up-to-date.
- 3.5 BAT will allow You to access and use a third party HIPPA compliant video calling function upon Your acceptance of the third party's terms of use for the purposes of providing services to Clients.
- 3.6 BAT does not provide any medical or healthcare services. These services are provided by Practitioners. You must not state, allude or imply that We or BAT provides any of these services.
- 3.7 BAT does not collect fees on Your behalf from Clients. You are required to have fee collecting facilities and it is Your obligation to collect fees from Clients.
- 3.8 We may make changes to the interface, internal processes and functions of BAT from time to time without notice to You.
- 3.9 BAT may be unavailable from time to time due to scheduled or unscheduled maintenance or from issues beyond Our reasonable control.

## 4 Terms of Use

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- 4.1 In using BAT, You agree to:
- 4.1.1 Pay the Fees (see Clause 5 of this Agreement);
  - 4.1.2 Use BAT solely in accordance with this Agreement;
  - 4.1.3 Maintain your Registration and all the terms of the Registration;
  - 4.1.4 Notify Us immediately of any changes to Your qualification, certification, licences, permits or similar or if any breaches of law, rules, regulation, industry that may impact Your ability to provide services to Clients.
  - 4.1.5 List on the BAT system, your content that You wish to be displayed on BAT in relation to Your area of practice ("**Content**");
  - 4.1.6 Ensure that the Content is accurate and up to date;
  - 4.1.7 Promptly contact the Client to confirm any booking made over BAT or to promptly notify the Client if You are unable to fulfil the proposed booking;
  - 4.1.8 Not share your Registration with another user or practitioner; and
  - 4.1.9 Comply with all legislation and regulations in the provision of any service to a Client.
- 4.2 You must not use BAT:
- 4.2.1 To post, publish or offer services that violates or infringes the rights of others, that is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane, hateful or racially or ethnically objectionable;
  - 4.2.2 To encourage any conduct that would give rise to criminal or civil liability;
  - 4.2.3 To impersonate another person or entity;
  - 4.2.4 In breach of any copyright or intellectual property rights; or
  - 4.2.5 In a manner that may cause harm to any entity.

## 5 Fees

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- 5.1 You agree to pay the followings fees (collectively, "**Fees**"):
- 5.1.1 USD \$30.00 for each new Client that makes a booking with You;
  - 5.1.2 USD \$160.00 per annum payable in advance; and
  - 5.1.3 At Your option, USD \$10.00 per calendar month payable in advance if You elect to purchase a Zoom licence through Us, for the duration that you wish to maintain this licence.
- 5.2 All Fees are exclusive of applicable taxes that must be paid by You as required.



- 5.3 The fee listed in 5.1(a) is charged on the date that the services is to be provided by You. This fee is payable only if the booking results in the provision of services by You to the Client.
- 5.4 For each new Practitioner that registers for BAT, the fee in 5.1(b) is waived for the first 6 calendar months calculated from the date of Registration. This clause does not apply to a Practitioner who has previously registered for BAT.
- 5.5 You authorise Us to charge against the credit card details you provide at Registration. You warrant that you are authorised to use the credit card and that the details of the credit card remain correct at all times.
- 5.6 You agree to provide us with updated details of the credit card from time to time to ensure that a valid payment option is available at all times.
- 5.7 You may be charged a dishonour fee if a payment against the credit card is declined.
- 5.8 You will be charged interest at a rate that is 5% per annum above the bank bill swap rate published by the RBA from time to time on all amounts that is overdue.
- 5.9 The payment of Fees is conducted by a third party payment processing service and you agree that your credit card details will be shared with this entity solely for the purposes of processing payment.

## **6 Practitioner services**

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- 6.1 You acknowledge that BAT does not provide, supplement or assist You in providing medical or healthcare services to a Client.
- 6.2 You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to or brought by a Client for any service that You provide to the Client.
- 6.3 You agree that this clause 6 survives termination of Your Registration.

## **7 Intellectual Property**

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- 7.1 We reserve all present and future rights anywhere in the world in relation to copyright, trademarks, designs, patents or other proprietary rights, or any rights to registration of such rights whether existing before or after Registration ("**Intellectual Property**") in all material, content and information, including but not limited to files, written text, papers, presentations, books, graphics, images, photographs, logos, trademarks, audio material, video material and any other forms of expression on Our website or on BAT.
- 7.2 You may not use any of Our Intellectual Property without Our prior written consent.
- 7.3 You agree that any content that You post on BAT does not infringe on any third-party intellectual property rights.
- 7.4 You agree to grant Us a non-exclusive, royalty-free, transferable licence to use, reproduce, publish, modify and adapt any content you post on the BAT system for the purposes of facilitating this Agreement.
- 7.5 You agree that this clause 7 will survive the termination of Your Registration.

## **8 Indemnity and liability**

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### **8.1 General indemnity**

You agree to indemnify Us against any claim, action, damage, loss, liability, cost, charge, expense or payment which We may pay, suffer, incur or are liable for, in relation to any act You do or cause to be done, in breach of the Terms howsoever arising.

### **8.2 Exclusion of Liability**

8.2.1 To the maximum extent permitted by law, We will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that You or another person may suffer in connection with the use of BAT.

8.2.2 You acknowledge and agree that BAT is an online feature on Our website and there are limitations that may affect Your ability to access BAT. Such limitations may include, but is not limited to, a poor or non-functional internet connection. You agree that We will not be liable for any loss or damage if You are unable to properly access BAT for any reason whatsoever.

### **8.3 No Guarantee as to results**

You agree that using the BAT system does not guarantee an increase in Clients. We expressly exclude any and all liability that BAT will:

- (d) meet Your expectations of any kind;
- (e) suit Your needs; or
- (f) in any way produce a result that You hope to achieve.

### **8.4 Termination**

You agree that this clause 8 will survive the termination of Your Registration.

## **9 Warranties and Representations**

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9.1 To the extent permitted by law, BAT is provided “as is” and “as available” without warranties of any kind, whether statutory, express or implied, including but not limited to, warranties of title, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, compatibility with software or equipment. We make no warranties or representations that BAT will be free from error or liability.

9.2 You agree that this clause 9 will survive the termination of this Agreement.

## **10 Term and Termination**

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10.1 This Agreement will commence on the date the Practitioner Registers.

10.2 Either Party may terminate this Agreement at any time by providing at least 30 days written notice.

- 10.3 Upon termination, all Fees will be due and payable up to and including the termination date on a pro-rata basis.
- 10.4 Any bookings made on BAT on a date that post-dates the termination date will be cancelled upon termination of this Agreement.
- 10.5 For the avoidance of doubt, any new bookings the subject of clause 5.1(a) made prior to the termination date for services to be rendered after the termination date will be cancelled and the fee listed in clause 5.1(a) will not be charged for that booking.

## **11 General Provisions**

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- 11.1 Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 11.2 Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 11.3 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 11.4 This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.
- 11.5 We reserve the right to make changes to these Terms from time to time at Our sole discretion. You agree to be bound by these changes by continuing to use BAT.
- 11.6 If You do not understand any part of the Terms, You should seek independent legal advice.

## Terms and Conditions for Book a Therapist for a User

Participation and use of the Book a Therapist feature on Our website ("**BAT**") is subject to the following terms and conditions ("**Terms**"). In these Terms, "**We**", "**Our**" or "**Us**" means Psychwire Australia Pty Ltd (A.C.N. 149 920 785) and its associates. "**You**" or "**Your**" means you as an individual who requests, books or uses the functions on BAT.

- 1** In order to use BAT, You must agree to the Terms by:
  - 1.1.1 registering and maintaining a user account with Us ("**Register**"); and
  - 1.1.2 clicking on the button stating accept/agree to the Terms; or
  - 1.1.3 using or continuing to use BAT; or
  - 1.1.4 providing Your written confirmation to Us, electronically or otherwise.
- 2** To Register, You must provide Your details on the registration form including any personal information as necessary ("**Registration**"). Information You provide in Your Registration will be treated in accordance with Our privacy policy found on Our website.
- 3** We reserve the right to terminate Your Registration if We determine at Our sole discretion that You are in breach of these Terms.
- 4** You may terminate Your Registration by providing Us with notice to that effect.
- 5** BAT is a booking feature and you may use BAT to make a booking with a therapist/practitioner of your choice listed on BAT ("**Practitioner**") for a consultation ("**Booking**").
- 6** Many factors may impact on the availability of Practitioners or the operation of technology and any Bookings made on BAT are not guaranteed by Us. You may not receive services at your selected time and date or at all. Any appointment availability, response timeframes, provision of services or the quality of service is provided by the Practitioner and We do not provide any warranties in that regard.
- 7** We reserve the right to amend or cancel any Booking at our sole discretion.
- 8** You and the Practitioner may amend or cancel a Booking at the party's sole discretion. A fee may be charged by the Practitioner for your cancellation of a Booking.
- 9** Your use of BAT may be subject to fees charged by a Practitioner. This is payable to the Practitioner and upon the terms of the Practitioner. We do not charge you a fee for your use of BAT and do not collect funds on behalf of any Practitioner. Any request for refunds should be directed to the Practitioner.
- 10** You are solely liable for any fees or charges payable to a Practitioner.
- 11** The provision of services by the Practitioner may be done remotely and this may require You to accept the terms of third-party software to facilitate the provision of such services by the Practitioner.
- 12** We do not provide any health or medical services. Any such service you receive from the use of BAT is provided by a third-party Practitioner. We are not liable for any

services, or the quality or accuracy of such services, that you may or may not receive from the use of BAT.

- 13** We are not agents of any third-party Practitioner and will not be liable for any actions, representations, advice or any act done or not done by such practitioners.
- 14** We do not represent or warrant that such services are right for you and will not have any liability to you for services rendered by a third-party Practitioner or from your use of BAT.
- 15** We do not represent that the use of BAT or the provision of service by a Practitioner is safe, appropriate or effective for You and the appropriateness of such services to your needs is made solely by You.
- 16** Any information contained on Our website does not constitute medical or healthcare advice.
- 17** BAT and its services are not suitable for serious medical conditions, medical emergencies or in instances where urgent treatment is necessary. You should contact the appropriate emergency services in those circumstances.
- 18** We shall not be liable to You for any direct, indirect, incidental, special, consequential, tort (including negligence), contractual or economic damages whatsoever (including, without limitation damages for loss of business, profits (whether incurred directly or indirectly), savings, goodwill, business interruption, loss of business information, or any other pecuniary loss or exemplary damages) which may be incurred by You in relation to or as a result of Your use of, or inability to use, BAT howsoever arising including but not limited to any treatment, advice, information or services provided by a Practitioner, any personal injury or malpractice of a Practitioner, your use of the services on our website or BAT.
- 19** All content, services and products provided on BAT or our website is provided "as is" without warranty of any kind, either express or implied.
- 20** You shall fully indemnify and keep Us harmless from and against any and all actions, proceedings, claims, demands, loss, damage, costs, fines, levies, impositions, penalties, legal costs (on a full indemnity basis) and professional and other expenses or outgoings of any nature, whether direct, indirect or consequential (including but not limited to any economic loss or other loss of turnover profits business or goodwill), which may be made or brought against, suffered or incurred by Us in consequence of Your use of BAT whether brought against Us by a third party or otherwise.
- 21** Clauses 18 to 20 survive the termination of Your Registration.
- 22** All intellectual property in the content, software, images, logos, video or similar found on Our website belong to Us. You must not access or use any of our intellectual property without our prior written consent.
- 23** Any provision of, or the application of any provision of these Terms which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 24** Any provision of, or the application of any provision of these Terms which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

- 25** If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in these Terms.
- 26** This agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia and the Parties agree to submit to the exclusive jurisdiction of the Courts of New South Wales, Australia.
- 27** We reserve the right to make changes to these Terms from time to time at Our sole discretion. You agree to be bound by these changes by continuing to use BAT.
- 28** Our privacy policy in relation to how We use Your information is located on Our website.
- 29** If You do not understand any part of the Terms, You should seek independent legal advice.