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Version: 6.1

Please refer to the Version History table in <u>Appendix 1</u> for a complete record of changes and updates as at version 5.0.

Contents

1.0 Introduction	4
1.1 Welcome	4
1.2 Definitions	5
1.2.1 Important Health-Related Definitions:	7
1.3 Document Updates	7
1.3.1 Changes to Terms & Conditions	7
1.3.2 Notification of Changes	8
1.3.3 Your Responsibilities	8
1.3.4 Existing Appointments and Packages	8
1.3.5 Additional Terms	8
1.3.6 Questions About Changes	8
1.3.7 Archive of Changes	9
2.0 About Janaya Karloci Naturopath	9
2.1 Professional Qualifications	9
2.2 Business Details	9
2.3 Why Work with me	9
3.0 Services Overview	10
3.1 One-to-One Appointments	10
3.1.1 Complimentary Discovery Chat	10
3.1.2 Initial Consultation	10
3.1.3 First Follow-Up Visit	10

Website Terms & Conditions

	3.1.4 Treatment Review	11
	3.2 Pre-Payment Packages	11
	3.2.1 Package A	11
	3.2.2 Package B	11
	3.3 Mental Health Transformational Packages	11
	3.3.1 Level 1 - Essential Transformation	11
	3.3.2 Level 2 - Enhanced Transformation	12
	3.3.3 Level 3 - Advanced Transformation	12
	3.3.4 Level 4 - Ultimate Transformation	12
	3.4 Naturopathic Pet Product Formulation Service	12
	3.5 Naturopathic Virtual Assistant Service	12
4	.0 What I Expect from You as a Client	13
	4.1 Important to understand	13
	4.2 Understanding the Naturopathic Healing System and how to get the best from working with me	
	4.3 Are we the right match to work together?	15
5	.0 Payment Terms and Conditions	15
	5.1 General Payment Information	15
	5.2 Single Session Payments	15
	5.3 Package Payments	16
	5.4 Third-Party Payment Processing	16
6	.0 Appointment Policies	16
	6.1 Booking Procedures	16
	6.2 Cancellation and Rescheduling	17
	6.2.1 Standard Appointments	17
	6.2.2 Package Appointments	17
	6.3 Late Arrival Policy	17
	6.4 Practitioner Cancellation Policy	17
7	.0 Refund Policies	17
	7.1 Consumer Guarantees	17
	7.2 Pre-Paid One-to-One Packages Refund Policy	18
	7.3 Mental Health Transformational Package Refund Policy	18

Website Terms & Conditions

8.0 Service Delivery	19
8.1 Telehealth Requirements	19
8.1.1 Technical Requirements	19
8.1.2 Environment Requirements	19
8.1.3 Session Preparation	19
8.1.4 During the Session	19
8.1.5 Backup Plan	19
8.2 Documentation Requirements	19
8.2.1 Prior to Initial Consultation	19
8.2.2 Ongoing Documentation	20
8.2.3 Treatment Plans	20
8.3 Communication Protocols	20
8.3.1 Regular Communication	20
8.3.2 Urgent Health Updates	20
8.3.3 Emergency Situations	20
8.3.4 Mental Health Crisis Contacts	21
8.3.5 Technical Difficulties Protocol	21
8.3.6 Prevention of Technical Issues	22
9.0 Privacy and Confidentiality	22
10.0 Intellectual Property	22
10.1 Copyright	22
10.2 Content Usage	23
10.3 Website Linking	23
10.4 Trade Marks	23
11.0 Treatment Planning Process	23
11.1 Technology-Assisted Planning	23
12.0 Legal Disclaimers and Limitations	24
12.1 Content Disclaimer	24
12.1.2 Downloads	24
12.1.3 External Links	24
12.2 Visitor Responsibilities	25
12.3 Indemnity	25

Website Terms & Conditions

13.0 Dispute Resolution & Jurisdiction	26
13.1 Negotiation Process	26
13.2 Jurisdiction	27
14.0 Respectful Communication	27
Appendix 1 – Version History	28
Document End Notes	28

1.0 Introduction

1.1 Welcome

This website, https://www.janayakarlocinaturopath.com.au/, is owned and operated by Janaya Karloci Naturopath Pty Ltd, ABN 70 672 198 042. If you have any questions or need further information, please email Janaya Karloci: wellness@janayakarlocinaturopath.com.au.

This document outlines the Terms and Conditions you need to be aware of when using this website, my services or purchasing from me.

Please take a moment to read it, as it sets out the terms of our relationship so that we may benefit from clear boundaries and knowing what to expect from each other.

When you visit this website, consume my content, use my services discussed in <u>section 3 of this document</u>, or purchase my products, you agree that you are over the age of 18 and willing to be bound by these Terms & Conditions. If you don't agree, you should not continue to visit this website or purchase anything from me and please email me at <u>wellness@janayakarlocinaturopath.com.au</u> before completing your booking if you have any questions or concerns.

All products and services advertised on this website are offered in compliance with Australian Consumer Law.

These Terms & Conditions may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

There may be additional, specific terms of service provided to you in relation to my services. If there is any inconsistency between this document and

Website Terms & Conditions

those specific terms of service, these Website Terms & Conditions are overruled to the extent of the inconsistency.

In this document, the words 'includes' or 'including', are used without limitation.

1.2 Definitions

In these Terms and Conditions, unless the context requires otherwise:

Administrative Fee means the fee of \$27.50 (inc. GST) charged for each payment reminder sent after the first reminder for overdue payments.

Appointments means any of the following consultations:

- Complimentary Discovery Chat (15 minutes)
- Initial Consultation (60 minutes)
- First Follow-Up Visit (45 minutes)
- Treatment Review (30 minutes)

Business Days means Monday to Friday, excluding public holidays in New South Wales, Australia.

Business Hours means 9:00 AM to 5:00 PM Australian Eastern Standard Time (AEST/AEDT) on Business Days.

Cancellation Fee means:

- For single appointments: 25% of the service fee (the deposit amount)
- For package appointments: 25% of the original non-discounted service fee

Company means Janaya Karloci Naturopath Pty Ltd (ABN 70 672 198 042).

Content means all information, text, materials, and resources provided through this website, to my email list, in and following my consultations and for my social media accounts which may include, handouts, presentations, webinars, videos, guides, tips, worksheets, blogs, newsletters, social media content, and free and paid-for resources.

Deposit means:

- For single appointments: 25% of the appointment fee
- For packages: 100% of the package fee

My Appointments means the online booking platform accessed through https://myappointments.app used for scheduling and payment processing.

Package A means the pre-payment package valid for 8 months, from date of purchase that includes:

- 1x Initial Consultation
- 1x First Follow-Up Visit
- 3 x Treatment Plan Reviews

Package B means the pre-payment package valid for 8 months, from date of purchase that includes:

 4 x Treatment Plan Reviews (Only available after Initial Consultation and First Follow-Up Visit)

Packages means any of the pre-payment packages or Mental Health Transformational Packages offered by the Company.

Payment Terms means payment is due within 7 days of the invoice date for the remaining 75% of single appointment fees.

Privacy Policy means the document that describes how the Company collects and manages personal and sensitive information.

Services means all naturopathic services provided by the Company, including but not limited to consultations, treatment plans, and recommendations.

Telehealth means online video consultations conducted through My Appointments platform.

Terms and Conditions means this document, including any appendices and referenced policies.

Third-Party Suppliers means:

- Vital.ly (http://www.vital.ly)
- Natural Chemist (https://www.naturalchemist.com.au)
- Nutripath https://nutripath.com.au
- RNLabs https://hub.rnlabs.com.au/tests

Used for fulfilling supplement prescriptions and recommendations and functional/pathology testing recommendations.

Transformational Packages means any of the following packages valid for 12 months, from date of purchase:

• Level 1 - Essential Transformation (\$2,150)

Website Terms & Conditions

- Level 2 Enhanced Transformation (\$2,550)
- Level 3 Advanced Transformation (\$3,750)
- Level 4 Ultimate Transformation (\$4,550)

Treatment Plan means the personalised recommendations, including dietary and lifestyle changes, herbal medicine, flower essences, and nutritional supplementation recommendations/prescriptions provided following consultations.

Website means https://www.janayakarlocinaturopath.com.au and all associated content.

1.2.1 Important Health-Related Definitions:

Naturopathy means a holistic healing system that focuses on supporting the body's natural healing processes through dietary and lifestyle recommendations, herbal and nutritional supplementation, and flower essences.

Pathology Testing means medical tests used to evaluate various aspects of health, which may be recommended as part of your treatment plan but are not included in standard consultation fees.

Practitioner means Janaya Karloci, a qualified Australian Naturopath (Bachelor of Health Science [Naturopathy]), with distinction.

Supplement Recommendations means any herbal medicines, flower essences, or nutritional supplements prescribed as part of your treatment plan, which are not included in consultation or package fees and must be purchased separately through approved third-party suppliers.

1.3 Document Updates

1.3.1 Changes to Terms & Conditions

These Terms & Conditions may be modified or updated from time to time to reflect:

- Changes in my services or business practices
- Updates to relevant laws and regulations
- Improvements in my processes
- Feedback from clients
- Changes in technology or service delivery methods

1.3.2 Notification of Changes

- Material changes to these Terms & Conditions will be communicated through:
 - o Notice on my website
 - o Updates to my booking platform
- All changes will be documented in the Version History table in <u>Appendix 1</u> of this document.

1.3.3 Your Responsibilities

- It is your responsibility to review these Terms & Conditions periodically
- By continuing to use my services after changes are made, you agree to be bound by the updated terms
- If you do not agree with any changes, you should:
 - Contact me to discuss your concerns
 - Complete any current course of treatment under the previous terms
 - Consider whether you wish to continue using my services

1.3.4 Existing Appointments and Packages

- Changes to Terms & Conditions will not adversely affect:
 - Previously booked appointments
 - o Pre-paid packages purchased before the change date
 - Ongoing treatment plans already in progress
- Any significant changes that might affect existing clients will include reasonable transition arrangements

1.3.5 Additional Terms

- Specific services or packages may have additional terms
- Where additional terms apply, they will be:
 - o Clearly communicated to you before purchase
 - Provided in writing
 - Made available for your reference
- If there is any inconsistency between these general Terms & Conditions and specific service terms, the specific service terms will prevail to the extent of the inconsistency

1.3.6 Questions About Changes

- If you have questions about any changes to these Terms & Conditions, please contact me at <u>wellness@janayakarlocinaturopath.com.au</u>
- I aim to respond to all queries within 4 business days
- Your understanding of my terms is important to me, and I am happy to clarify any points

1.3.7 Archive of Changes

- I maintain a detailed record of all changes to these Terms & Conditions in the Version History table (as at version 5.0) in <u>Appendix 1</u> of this document
- The Version History tracks all significant updates, including date, version number, and key changes
- Previous versions of the complete document may be available upon request
- For specific details about any changes, please email me at wellness@janayakarlocinaturopath.com.au

2.0 About Janaya Karloci Naturopath

2.1 Professional Qualifications

- Bachelor of Health Science (Naturopathy) with distinction (2022)
- Member of Australian Natural Therapists Association (ANTA) #11774
- Certificate in Natural Health Care for Animals (2023)

2.2 Business Details

- Company: Janaya Karloci Naturopath Pty Ltd
- ABN: 70 672 198 042
- Location: Bexley, NSW
- Service Delivery: Online telehealth
- Geographic Limitations: Unable to service USA/Canada residents

2.3 Why Work with me

Aside from my <u>professional qualifications</u>, I possess lived experiences that I feel allow me to better comprehend and assist my clients. Firstly, I struggled with OCD for over twenty years before receiving a diagnosis, so I understand firsthand how challenging it can be. Secondly, I've dealt with high levels of stress throughout my life, which eventually resulted in mental and physical burnout. My condition was likely exacerbated by my undiagnosed OCD, as well as my experiences working in the fast-paced Financial Services industry in both London and Sydney, studying part-time while working, and later becoming a studying mother. I eventually hit rock bottom, performing compulsions for hours on end while caring for my two young children, whom I adore.

After receiving a diagnosis of OCD, I underwent a rigorous year of treatment, which wasn't easy at times. I am pleased to share that I am now able to manage my OCD symptoms and have considered myself "successfully managed" now for over 12 months.

Website Terms & Conditions

I believe it is my responsibility to:

- share educational information and content and conduct appointments in a safe and ethical manner;
- prioritise informed consent;
- deliver what I have promised with integrity;
- hold space for you to explore your needs; provide you with support and accountability;
- practice within the scope of my qualifications;
- undertake ongoing professional development; and
- make all reasonable efforts to meet a high standard of best practice.

3.0 Services Overview

3.1 One-to-One Appointments

3.1.1 Complimentary Discovery Chat

- Duration: 15 minutes
- Cost: Free
- Purpose: Initial discussion and fit to work together assessment
- No health advice provided

3.1.2 Initial Consultation

- Duration: 60 minutes
- Cost: \$160
- Purpose: An in-depth discussion about your overall health and what you would like to achieve before working together to create a suitable, comprehensive, personalised treatment plan based on your health goals.
- Additional Costs: Any pathology testing, personalised herbal medicine, flower essence or nutritional supplementation prescriptions/recommendations will be charged at an additional cost (recommended retail price [RRP], plus delivery costs).
 - If pathology testing is suggested during this session, it should be completed by the first follow up visit to ensure identification of as many factors as possible to your current health position.

3.1.3 First Follow-Up Visit

- Duration: 45 minutes
- Cost: \$120
- Purpose: Review your progress and analyse any pathology results received, before making suitable adjustments to your treatment plan.
- Timing: Usually held 2 to 4 weeks after initial consultation

3.1.4 Treatment Review

• Duration: 30 minutes

Cost: \$80

- Purpose: Review ongoing health progress and make minor adjustments to treatment plans
- Timing: Generally scheduled every 4 to 6 weeks until no longer required
- Note: If you have not had an appointment within six months of your last session or have a new health concern unrelated to your previous sessions, you will need to book a First Follow-Up Visit instead, as more time will be required.

3.2 Tre-Payment Tackages

3.2.1 Package A

Cost: \$400

Valid for 8 months from date of purchase

Includes:

- 1 x Initial Consultation (60 minutes)
- 1 x First Follow-Up Visit (45 minutes)
- 3 x Treatment Plan Reviews (30 minutes each)

3.2.2 Package B

Cost: \$250

Valid for 8 months from date of purchase.

Only available after completing Initial Consultation and First Follow-Up Visit. Includes:

• 4 x Treatment Plan Reviews (30 minutes each)

3.3 Mental Health Transformational Packages

These packages are ideal for individuals of all ages who are looking to enhance their overall health and wellbeing, especially those affected by conditions of the mind.

Whether you are dealing with stress, navigating life transitions such as postpregnancy, perimenopause, empty nesting or retirement, managing OCD, anxiety, depression, ADHD, ASD, or any other mental health challenges my compassionate and effective support is tailored to meet your unique needs.

3.3.1 Level 1 - Essential Transformation

Cost: \$2,150

Valid for 12 months from date of purchase Includes:

- 7 One-to-One Telehealth Sessions
- Comprehensive Pathology and Functional Testing
 - o Choice of MycoTox Profile OR Complete Microbiome Map
- 15% off RRP for recommended supplements

3.3.2 Level 2 - Enhanced Transformation

Cost: \$2,550

Valid for 12 months from date of purchase

Includes:

All features of Level 1

• Both MycoTox Profile AND Complete Microbiome Map

• 15% off RRP for recommended supplements

3.3.3 Level 3 - Advanced Transformation

Cost: \$3,750

Valid for 12 months from date of purchase

Includes:

All features of Level 1

Repeat of all testing after 6 months

• One additional Treatment Plan Review

• 15% off RRP for recommended supplements

3.3.4 Level 4 - Ultimate Transformation

Cost: \$4,550

Valid for 12 months from date of purchase

Includes:

• All features of Level 2

Repeat of all testing after 6 months

One additional Treatment Plan Review

• 15% off RRP for recommended supplements

3.4 Naturopathic Pet Product Formulation Service

I provide a Naturopathic Pet (canine, feline & equine) Product Formulation Service, available to commercial businesses wanting to create holistic internal and topical products that can be sold to the retail market.

Enquiries about this service should be emailed to

wellness@janayakarlocinaturopath.com.au.

Please refer to my specific <u>Terms of Service for my Naturopathic Pet Product Formulation service</u>. The remainder of the information in these Website Terms and Conditions do not apply to this service.

3.5 Naturopathic Virtual Assistant Service

I provide a Naturopathic Virtual Assistant Service via Janaya Karloci Naturopath Pty Ltd T/As Natural Executive Practice available to other Naturopathic Practitioners. Enquiries about this service should be emailed to va@janayakarlocinaturopath.com.au.

Please refer to my specific <u>Terms of Service for my Naturopathic Virtual</u> <u>Assistant Service</u>. The remainder of the information in these Website Terms and Conditions do not apply to this service.

4.0 What I Expect from You as a Client

Important information about how to care for your own wellbeing is set out below. If you have any questions or concerns, please email me before proceeding with your purchase or booking.

4.1 Important to understand

I am a qualified Australian Naturopath, and it's important to clarify that while I am deeply committed to supporting your health and wellbeing through naturopathic care, I am not a medical doctor, therapist, or counsellor. My work does not treat or diagnose any disease or illness. My expertise lies in naturopathy, which encompasses holistic approaches to health and wellness. I am not a substitute for medical advice, mental health support, therapy, or counselling. If any concerns arise during our work together, I strongly recommend you seek advice from a qualified professional or support service.

At all times, you remain fully responsible for your own physical, emotional, and mental wellbeing. While I strive to provide comprehensive care, there might be instances where my evaluation could potentially miss certain aspects. You are encouraged to make informed decisions regarding your own health. If at any point I believe that your situation requires the attention of a medical professional, I will openly communicate and recommend seeking appropriate medical care.

Naturopathic care is complementary to conventional medical treatments, and I encourage you to continue consulting with your medical doctor for primary care needs. It is essential to maintain open communication between all healthcare providers involved in your wellbeing. If you are working with a different health practitioner at the same time, make sure you inform me and them, and continue any existing treatment plans. I am always happy to work collaboratively as part of your holistic healthcare team.

If you are taking any medication or treatments, this is <u>NOT</u> the time to stop.

4.2 Understanding the Naturopathic Healing System and how to get the best from working with me.

Naturopathic care is centred around holistic healing, focusing on the root causes of health concerns rather than merely addressing symptoms. It involves a comprehensive evaluation of your health, lifestyle, and unique circumstances. Just as it takes time for health issues to manifest, the journey

Website Terms & Conditions

towards improving health and, ultimately, optimal wellbeing is a gradual process.

Much like tending to a garden, the care you invest in your health directly influences the outcomes. Adhering to the recommended dietary changes, incorporating recommended supplements, and following lifestyle suggestions are vital components of the naturopathic journey. What you put into this process is integral to the results you'll experience.

Your active participation, honest feedback, and open communication about your experiences are invaluable. If you have any concerns or questions, or if you're not experiencing the expected improvements, please reach out. Your journey is unique, and adjustments to your plan may be necessary to better suit your individual needs.

In our One-to-One appointments, you are urged to disclose your complete medical history, including current medications and supplements, to ensure a comprehensive understanding of potential interactions and implications for your individual health and to update me of any changes, such as trying to conceive (males and females), becoming pregnant, being diagnosed with any new health concerns or conditions, or starting any new medication or supplements.

Please remember this information is just as important in the initial consultation as it is in all subsequent appointments. The more information you can provide about your overall health and wellness, the better I can understand your unique self and how your body reacts to different modalities and changes. If anything changes for you between our appointments together, it is important that you share this information with me, i.e., body functions, signs, symptoms, mindset, etc. Also as important - if something changes between appointments in terms of your health status i.e. you find out through another health practitioner that you now have high blood pressure, high cholesterol, or any new diagnoses, you decide you want to try to start conceiving (male or female), may be pregnant and/or start taking new medications – I need to know this information to personalise recommendations safely and according to your individual needs.

If you choose not to continue working with me for any reason, there will be no hard feelings; you can come back anytime in the future should you wish. However, **it is essential that you understand** treatment evolves as your health evolves, so if I recommend something in your first treatment plan, it may not be useful (sometimes it can even be harmful) to keep doing in the

Website Terms & Conditions

long term – please seek clearance from another qualified health professional before deciding to continue with recommendations made by me without my guidance.

Finally, remember to celebrate the small victories along the way. Positive changes, even if subtle, are indications that the healing process is unfolding. I am committed to supporting you every step of the way and adjusting your plan as needed.

4.3 Are we the right match to work together?

You will get the most out of working with me if you approach our collaboration with an open mind, a commitment to making positive lifestyle changes, and a willingness to actively engage in personalised strategies and recommendations tailored to your unique health journey. Embracing this partnership with dedication, honesty, and proactive communication will empower you to achieve optimal well-being and unlock the full potential of your health transformation.

You might not be a good fit for this work if you seek quick fixes without a willingness to invest time and effort in holistic lifestyle changes. Additionally, if you are not open to collaborative communication, exploring alternative health approaches, or actively participating in the naturopathic process, this may not be the most suitable fit for your wellness journey.

It's essential to recognise that achieving meaningful and sustainable health outcomes often requires a commitment to gradual progress and a cooperative effort between client and practitioner.

5.0 Payment Terms and Conditions

5.1 General Payment Information

- All prices are in Australian dollars (AUD) and are free from GST
- Payments are processed through My Appointments website
- Accepted payment methods: Visa and MasterCard.

5.2 Single Session Payments

- 25% deposit required at time of booking
- Deposit is refundable if cancellation/rescheduling occurs at least 24 hours before scheduled time
- Balance of payment due within 7 days of appointment
- Late payment procedure:
 - First reminder sent after 7 days
 - o Weekly reminders thereafter

- Administrative fee of \$27.50 (inc. GST) added for each reminder after the first
- Please contact me for alternative payment arrangements to avoid administrative fees
- For invoices more than 60 days overdue, all debt collection costs will be added to the amount due

5.3 Package Payments

- 100% payment required upfront for all packages
- Package validity periods:
 - o Pre-payment Packages: 8 months from date of purchase
 - Mental Health Transformational Packages: 12 months from date of purchase

5.4 Third-Party Payment Processing

- All payments processed through My Appointments (https://myappointments.app)
- Payment processing handled by Lateral Payment Solutions Pty Ltd (ABN 12 610 150 064) (Latpay)
- Credit card details and personal information stored using xxx-bit encryption at Latpay's secure payment gateway
- Personal information handled according to Latpay's terms and conditions and privacy policy
- Credit card details and personal information not accessible to Janaya Karloci Naturopath Pty Ltd.
- Questions about payment details or personal information should be directed to Latpay
- Additional information about personal information handling available in My Appointments Privacy Policy

6.0 Appointment Policies

6.1 Booking Procedures

- All appointments conducted via online video consultation (telehealth) using **My Appointments**
- Requirements for appointments:
 - o Private, quiet area where you won't be disturbed
 - o Quiet space to focus (no driving)
- Private appointment link provided via email and text message 15 minutes before scheduled time
- Please contact me by phone or email if your private appointment link is not received 10 minutes before appointment.

6.2 Cancellation and Rescheduling

6.2.1 Standard Appointments

- Minimum one (1) full business day notice required (during business hours, Monday to Friday)
- Less than 24 hours' notice:
 - Cancellation fee of 25% of service fee applies
 - Deposit will be forfeited

6.2.2 Package Appointments

- Minimum one (1) full business day notice required (during business hours, Monday to Friday)
- Less than 24 hours' notice:
 - Cancellation fee of 25% of original non-discounted service fee applies
 - o Fee structure:
 - Initial consultation: \$40
 - Follow-up consultation: \$30
 - Treatment plan review: \$20
- Invoice for cancellation fee sent with 7-day payment terms
- Late payment procedure applies as per single session payments

6.3 Late Arrival Policy

- 10-minute grace period for both parties
- If either party is more than 10 minutes late:
 - o On-time party to contact the other ASAP by phone.
- If I am late:
 - Session will be extended
 - o If extension not possible, next appointment will be extended
- If you are late:
 - o Missed time will not be made up
 - o If unable to attend at all, cancellation policy applies

6.4 Practitioner Cancellation Policy

- Notice will be provided as soon as possible
- Attempt to reschedule to mutually convenient time

7.0 Refund Policies

7.1 Consumer Guarantees

I take my obligations under Australian Consumer Law seriously and will do my best to address any issues that arise. However, even if there is a major problem, my liability is strictly limited to:

• providing the services again; or

Website Terms & Conditions

• if I am unable to do so within a reasonable time, refunding the full amount that you have paid to me.

If you feel that there is any problem with my services, please let me know within 48 hours of the problem occurring. I am keen to understand what has gone wrong if you are unhappy so that I can address your concerns and try to find a mutually acceptable solution.

7.2 Pre-Paid One-to-One Packages Refund Policy

Refunds are limited to my practitioner's service fees, subject to these conditions:

- 1. Refund requests must be submitted in writing within 14 days of the consultation with which you are dissatisfied
- 2. Refunds will be prorated based on sessions attended and services rendered
- 3. No refunds issued for completed testing or consultations
- 4. Refunds processed only for:
 - o The session you were unsatisfied with
 - o Any remaining, unused portion of practitioner's service fees
- 5. All refund requests subject to review

7.3 Mental Health Transformational Package Refund Policy

Refunds are limited to my practitioner's service fees only, accounting for non-refundable testing costs:

Maximum refund amounts:

- 1. Level 1 Package: Maximum refund of \$526
- 2. Level 2 Package: Maximum refund of \$511
- 3. Level 3 Package: Maximum refund of \$502
- 4. Level 4 Package: Maximum refund of \$472

Refund Conditions:

- 1. Refund requests must be submitted in writing within 14 days of the consultation with which you are dissatisfied
- 2. Refunds will be prorated based on sessions attended and services rendered
- 3. No refunds issued for completed testing or consultations
- 4. Refunds processed only for:
 - o The session you were unsatisfied with
 - o Any remaining, unused portion of practitioner's service fees
- 5. All refund requests subject to review

8.0 Service Delivery

8.1 Telehealth Requirements

8.1.1 Technical Requirements

- Adequate internet connection capable of supporting video calls
- Device with video and audio capabilities (smartphone, tablet, laptop, or desktop computer)
- Access to My Appointments platform
- Backup phone number in case of technical difficulties

8.1.2 Environment Requirements

- Private, quiet space where you:
 - Feel comfortable discussing personal health matters
 - o Can speak freely without being overheard
 - o Won't be interrupted during the consultation
 - o Can focus fully on our session
- Adequate lighting so we can see each other clearly
- Stable surface for your device

A café or public space is not suitable for these consultations

8.1.3 Session Preparation

- Test your device and internet connection before the appointment
- Ensure your device is fully charged or connected to power
- Have drinking water or a warm drink available
- Find a comfortable seated position where you can take notes if desired
- Have any relevant health documents or test results ready to reference
- Be in your chosen quiet space at least 5 minutes before the appointment time

8.1.4 During the Session

- Keep your device stable (not walking around)
- Ensure you're not driving or supervising young children
- Stay focused on our consultation
- Let me know immediately if you experience any technical difficulties

8.1.5 Backup Plan

- If we lose connection, wait 2 minutes for me to reconnect
- If connection isn't restored, I will contact you on your provided phone number
- We can continue the session by phone if necessary or reschedule if preferred

8.2 Documentation Requirements

8.2.1 Prior to Initial Consultation

- Completion of in-depth initial intake form
- Informed consent/consent to treatment form

Documentation must be completed at least 48 hours before appointment

8.2.2 Ongoing Documentation

You must agree to:

- Provide all relevant information about your health and medical history
- Give full consent to treatment in current and future appointments
- Provide updates about any changes in your medical history
- Accept that a 25% cancellation fee may apply without 24-hours notice

8.2.3 Treatment Plans

Following appointments:

- Personalised treatment plan provided
- Invoice for remaining 85% of appointment fee (due within 7 days)
- Optional recommended prescriptions available through:
 - www.vital.ly
 - o www.naturalchemist.com.au
- Personal information sharing required for third-party suppliers:
 - Name
 - o Email
 - Mobile number

8.3 Communication Protocols

8.3.1 Regular Communication

- Primary contact methods:
 - o Email: wellness@janayakarlocinaturopath.com.au
 - Messages through My Appointments
- Response time: Within 4 business days
- Office hours: Mon Thu 9:30am until 2:30pm

8.3.2 Urgent Health Updates

If you:

- Feel unwell
- Become pregnant
- Start new medications
- Begin new supplementation

Required actions:

- 1. Stop taking prescribed/recommended supplements immediately
- 2. Contact me ASAP at 0415 575 788
- 3. Seek urgent medical attention if required

8.3.3 Emergency Situations

IMPORTANT: Janaya Karloci Naturopath is not the appropriate contact for immediate risk situations.

For immediate risk:

• Call Emergency Services (000) immediately if:

- You or someone has harmed themselves/others
- Shows immediate intent to harm
- o Requires urgent medical attention

8.3.4 Mental Health Crisis Contacts

Crisis Assessment and Treatment Team (CATT) Contacts:

State/Territory Contact Number Service Name

ACT	1800 629 354	Mental Health Triage Service
NSW	1800 011 511	Mental Health Line
NT	1800 682 288	Northern Territory Mental Health Line
QLD	1300 64 22 55	24-hour specialist mental healthcare
SA	13 14 65	Mental Health Triage Service
TAS	1800 332 388	Mental Health Service Helpline
VIC	1300 60 60 24	Nurse On Call
WA	1800 676 822	Mental Health Emergency Response Line

Additional emergency contacts available on my website here

8.3.5 Technical Difficulties Protocol

8.3.5.1 Before the Session:

- Test your connection 10 minutes before appointment
- Ensure device is fully charged/plugged in
- Close unnecessary applications
- Have phone nearby as backup

8.3.5.2 During Session Technical Issues:

- 1. Connection Drops:
 - Wait 2 minutes for automatic reconnection
 - o If no reconnection, check your internet connection
 - o Click the meeting link again to rejoin
- 2. Audio Issues:
 - Check device audio settings
 - Try leaving and rejoining the session
 - Switch to phone audio if necessary
- 3. Video Issues:
 - o Try turning video off and on
 - Check camera settings
 - Ensure adequate lighting

8.3.5.3 If Problems Persist:

- 1. I will contact you via:
 - Phone call to your provided number
 - o Text message if call unsuccessful

- Email if unable to reach by phone/text
- 2. We will either:
 - Continue session by phone
 - Reschedule without cancellation fee
 - o Make alternative arrangements

8.3.6 Prevention of Technical Issues

Recommended Preparation:

- Update your device regularly
- Close unnecessary browser tabs/applications
- Have good lighting in your space
- Test audio/video before session
- Have phone charged and nearby
- Keep My Appointments app updated

9.0 Privacy and Confidentiality

In our appointments, you will be expected to share highly confidential and sensitive information with me about your health, lifestyle, and other aspects of your life, which may not be publicly available.

As a qualified health professional, I am strictly obligated to maintain confidentiality. Any information you provide will only be used for your benefit and will not be shared or disclosed to any third party without your express permission.

I manage and protect your personal information in accordance with my <u>Privacy Policy</u> which describes how I collect and manage your personal and sensitive information when you interact with my business. I take this responsibility very seriously. Please ensure you review my <u>Privacy Policy</u> for full information and if you have any questions or concerns about how your personal or sensitive information is being handled, please do not hesitate to contact me.

10.0 Intellectual Property

10.1 Copyright

All my content, including content provided on my website, via email from me to you or to you as part of my services, is protected by copyright laws and treaties around the world, with all rights reserved. This means that you must not use, copy or make my work public without my permission.

I believe in openness and transparency, so I want to let you know that I have used artificial intelligence, or AI, to help make my content better. This means parts of what you see on my website, including text and images, might have been made with AI assistance. I have chosen my AI tools carefully and have the right to use anything that the AI helped create in my work. I have also invested considerable intellectual effort in transforming the raw material produced by AI into an original work before sharing it with you. Even though AI may have helped co-create or inspire me, my content is still very much my unique creation, and I claim exclusive ownership of it.

10.2 Content Usage

Public Content:

- Blog posts and publicly available content may be shared through social media and emails with website link
- Content may be stored/printed for personal use only
- Source acknowledgment required

Client-Exclusive Content:

- May be printed/downloaded for personal, non-commercial use
- Contains trade secrets exclusively for clients
- No sharing without explicit written consent
- Commercial exploitation strictly prohibited

10.3 Website Linking

- Permitted if fair and legal
- Must not damage reputation
- No implied association or endorsement
- You must not suggest any form of association, approval or endorsement on my part where none exists.
- Must not take advantage of reputation

10.4 Trade Marks

- Logo claimed as unregistered trademark
- Use requires express permission

11.0 Treatment Planning Process

11.1 Technology-Assisted Planning

I am committed to providing you with comprehensive, personalised care. To enhance my treatment planning process, I may utilise secure technology tools, including artificial intelligence (AI) assistance, to help organise research, explore evidence-based options, and create educational materials.

All clinical decisions remain solely with me as your practitioner, guided by my professional training, clinical experience, and our therapeutic relationship. Your privacy remains protected throughout this process, with all personal information anonymised when using any technological support tools.

I welcome any questions about my treatment planning process and am happy to discuss how I integrate traditional wisdom with modern technology to support your healing journey.

12.0 Legal Disclaimers and Limitations

12.1 Content Disclaimer

- Content provided for education and personal development only
- Content aims to share knowledge and foster understanding of natural solutions
- Content is not intended to replace professional medical advice, diagnosis, or treatment
- No professional relationship formed through website visits or content consumption
- No guarantees of specific results
- Content accuracy maintained but not guaranteed
- Right reserved to modify, update, or discontinue any content without notice

12.1.2 Downloads

I may offer paid and free downloads. While I take cybersecurity seriously and make every reasonable effort to ensure these downloads are safe and hassle-free, I am not responsible for any viruses or other damage that might occur as a result of you downloading material from this site. Please make safety your priority and ensure you have adequate internet security to protect yourself against malicious interference from cyber criminals.

12.1.3 External Links

From time to time, I may provide links to external sites. I have no control over the information provided on these sites, and the links are solely for your information, education, or entertainment. I do not endorse any products they offer for sale and have no relationship with them unless otherwise clearly notified.

I may also provide links to the websites of my affiliates and clients. I think they are wonderful, but I do not explicitly endorse any services or products they offer for sale. While I believe them to be reputable businesses, any

Website Terms & Conditions

relationship you enter into with them is at your own risk, and I am not a party to the transaction in any way.

If you find a broken link, feel free to let me know.

By continuing to access and use my website and my content, you affirm your understanding and acceptance of these consumer responsibilities and the overall terms and conditions outlined in this document.

12.2 Visitor Responsibilities

You are responsible for:

- Your own safety and wellbeing while using my website and content
- Conducting personal research before acting on information
- Consulting your personal qualified health professionals for personalised advice
- Understanding that naturopathic interventions:
 - May not suit everyone
 - Can carry potential risks
 - May react differently between individuals
 - o May be contraindicated for certain conditions
 - Can interact with medications (both prescribed and nonprescribed medications) and other supplements.

Required Actions:

- Obtain clearance from your personal qualified healthcare professionals before implementing changes
- Stop any intervention immediately if adverse effects occur
- Seek emergency care if required
- Report adverse experiences to me

Prohibited Activities:

- Malicious behaviour
- Spamming
- Posting defamatory content
- Introducing malware
- Unauthorised website access
- Unlawful or harmful use of website or content

12.3 Indemnity

I do not make any guarantees or warranties about the accuracy of any material displayed on this website, or the products, services, programs, or packages offered through it, except for any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. I am human, and errors creep in despite the best

of intentions. If you see something that doesn't seem right, please let me know.

While I make all reasonable efforts to ensure that this website, my content, and my services meet with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to my website, my content, products or services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.

You take full responsibility for your implementation of any suggestions that I may make while providing my services. You understand that my advice is limited to providing you with options for your consideration, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or significant changes. You agree to indemnify me against all consequences arising directly or indirectly from your choices.

You expressly agree that if this indemnity is unenforceable for any reason, my total cumulative liability for all causes of action of any kind (other than negligence or deliberate wrongdoing) shall not exceed the amount that you have paid to me.

13.0 Dispute Resolution & Jurisdiction

If a dispute arises, you agree that you will not engage in any public discussion about the issues, will behave politely towards me, and will avoid any conduct or communication that might reasonably be expected to interfere with my business or personal interests. You agree to act in good faith and be reasonably cooperative at all stages of the dispute-resolution process. I will treat you with the same consideration.

13.1 Negotiation Process

If you have any concerns, issues, or complaints arising out of your use of this website, my content, my products or services, or these terms and conditions, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at

<u>wellness@janayakarlocinaturopath.com.au</u> and expect a response within four 4 business days.

MEDIATION

If the dispute cannot be resolved by negotiation and discussion within 14 days, you agree to proceed to mediation with the assistance of an independent accredited mediator, seeking mediation online or by telephone if anyone would need to travel for more than an hour to attend the mediation.

The mediator is to be appointed by agreement or failing agreement within 14 days of the negotiation period ending, I will provide you with contact details for at least 2 appropriately qualified, neutral mediators (having first confirmed their availability), and you must select one of them within 48 hours of receiving the nominations. All costs of mediation must be shared equally.

Legal action must not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

Professional Standards Complaint

If a dispute cannot be resolved by negotiation and discussion, you may access the complaints procedure offered by Australian Natural Therapists Association (ANTA) here:

https://www.australiannaturaltherapistsassociation.com.au/about/complaints-process/

13.2 Jurisdiction

These Terms & Conditions are subject to the governing law of New South Wales. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of New South Wales, and the Commonwealth of Australia, will have exclusive jurisdiction.

14.0 Respectful Communication

I reserve the right to moderate any comments made on this website, in the Facebook Groups I control, and on any of my social media pages and profiles, including deleting comments that I deem to be rude, offensive, spammy or unacceptable, without any notification or correspondence with you. Keep all communication kind and polite, please.

Website Terms & Conditions

Disrespectful or aggressive behaviour towards me or anybody else will not be tolerated.

Appendix 1 – Version History

This document follows a structured version control process to ensure transparency of changes and maintain a clear audit trail.

Version	Date	Key Changes	Author
6.1	3 Mar2025	Added new section 11 "Treatment	Janaya
		Planning Process section"	Karloci
6.0	15 Nov 2024	 Added comprehensive pre-payment packages (Package A and B) Introduced Mental Health Transformational Packages (Levels 1-4) Restructured document with improved hierarchical numbering Added detailed table of contents Enhanced service delivery and telehealth sections. Consolidated acceptance terms into introduction. Updated business hours and communication protocols Streamlined duplicate content Added document version control 	Janaya Karloci
5.0	Oct 2024	 Initial comprehensive terms and conditions Basic service descriptions Standard appointment policies Basic payment terms 	Janaya Karloci

Thank you for reading & respecting my T&Cs

Document End Notes

Version: 6.0

Last Updated: 15 November 2024 Next Review Date: 1 November 2025

Please refer to the Version History table in <u>Appendix 1</u> for a complete record of changes and updates as at version 5.0.

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