

## **TERMS AND CONDITIONS**

### **AGREEMENT TO OUR LEGAL TERMS**

We are THE ADHD SOCIAL WORKER ('**Company**', '**we**', '**us**', or '**our**'), a company registered in Australia. Our ABN number is 55363767896.

We operate the website [www.theadhsocialworker.com.au/](http://www.theadhsocialworker.com.au/) (the '**Site**'), as well as any other related products and services that refer or link to these legal terms (the '**Legal Terms**') (collectively, the '**Services**')."

We provide both ADHD counselling and coaching.

You can contact us by email at [theadhsocialworker@gmail.com](mailto:theadhsocialworker@gmail.com).

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('you'), and THE ADHD SOCIAL WORKER, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. If you do not agree with all of these legal terms, then you are expressly prohibited from using the services and you must discontinue use immediately.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the 'Last updated' date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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### **1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

By using the Services you acknowledge and agree that the ADHD SOCIAL WORKER and all information provided on our website, in consultations and in any other form, in no way constitute, or act as a substitute for the advice of a registered medical professional (including, without limitation, a psychologist, psychiatrist or counsellor).

Further, results from the Services are the sole responsibility of the client and are not guaranteed.

### **2. INTELLECTUAL PROPERTY RIGHTS**

We are the owner or the licensee of all intellectual property rights in our Services, any materials provided to you by THE ADHD SOCIAL WORKER in connection with a programme, whether before, during or after a session/programme, and whether in paper, visual or electronic recording form, via its website or in any other format or by any other means whatsoever, is and remains the intellectual property of THE ADHD SOCIAL WORKER, as well as the trademarks, service marks, and logos contained therein (the 'Marks').

THE ADHD SOCIAL WORKER expressly reserves all copyright and trademark in all hardcopy and electronic documents, information, materials, and practices that may be accessed either via our website, social media present, or as the result of a session or workshop.

THE ADHD SOCIAL WORKER reserves the right to take any action against any person, business or other entity engaging in either commercial or non-commercial use of our intellectual property or breaching any terms in this clause

### **3. USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorised purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **4. USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **5. PURCHASES AND PAYMENT**

All payments and charges for services will be processed through Halaxy, our secure and trusted online platform. When you book a session, you will be required to provide your credit card information, which will be safely stored on Halaxy's encrypted system. This ensures that your payments are handled efficiently and securely.

Fees are due at the conclusion of the session, which are automatically taken out using your nominated credit card on file.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in Australian dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorise us to charge your chosen payment provider for any such amounts upon placing your order. If your order is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until such time as you cancel the applicable order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, or distributors.

## 6. CANCELLATION/REFUNDS POLICY

Our cancellation and rescheduling policy is specific to the services we provide. Please don't hesitate to contact us should you have any questions about the cancellation and rescheduling policy.

### **Rescheduling Policy**

- Where possible requests to reschedule will be accommodated up to 24 hours before the session time.
- We understand that there may be times where you may not be able to attend on short notice so any request to reschedule within 24 hours will be met on a case by case basis.

### **Cancellation Policy**

- Where possible we recommend you reschedule.
- Clients cancelling on the day or failing to attend their appointment will be required to pay the full fee for the session.

### **Termination of Services**

ADHD is a lifelong disability and your energy and motivation vary greatly day to day. Being a service that combines lived experience and professional knowledge we are very much aware of this, and our services are designed to approach meaningful change with the concept of **continuity over consistency**.

While our service is tailored to support your varying energy levels we do ask that you first consider if you have the capacity to commit first before signing up. Commitment will look different for everyone, however in order for you to get the most out of our support, we ask for attendance at scheduled sessions, or sufficient notice to reschedule

If multiple sessions are not attended we may decide to pause services until a time where your capacity has increased. We want you to get the most out of your experience and we know this can only happen with commitment.

#### **a. CHANGE OF MIND/REFUND POLICY**

We understand that it is important to find the right support and we know first hand what is it like being locked in a contract when you have changed your mind.

We offer a 15 min fee & obligation-free chat for you to ask any questions you may have about our services before working with us. This can be booked here.

Unfortunately we do not refund for any services provided by The ADHD Social Worker.

## 7. GUIDELINES FOR REVIEWS

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria:

- 1) You should have firsthand experience with the person/entity being reviewed;
- 2) Your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language;
- 3) Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;
- 4) Your reviews should not contain references to illegal activity;
- 5) You should not be affiliated with competitors if posting negative reviews;
- 6) You should not make any conclusions as to the legality of conduct;
- 7) You may not post any false or misleading statements; and
- 8) You may not organise a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a

perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

## **8. THIRD-PARTY WEBSITES AND CONTENT**

The Services may contain (or you may be sent via the Site) links to other websites ('Third-Party Websites') as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ('Third-Party Content'). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **9. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to:

1. Monitor the Services for violations of these Legal Terms;
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities;
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. In our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
5. Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **10. CONFIDENTIALITY AND PRIVACY POLICY**

### **a) CONFIDENTIALITY**

The ADHD Social Worker will keep all information shared and communicated by you before, during and after sessions private and confidential unless:

- There is a serious concern for your or someone else's safety, particularly if a child is at risk of serious harm
- If there is a legal obligation relating to your involvement in, or knowledge of, a serious crime,
- if there is a court order requesting information about you.
- If you request for me to provide information to a third party.

The ADHD Social Worker will keep all records and notes pertaining to any sessions attended by you in a secure location, to which only authorised personnel have access.

The ADHD Social Worker cannot and is under no obligation to ensure that any other person attending a group session maintains confidentiality of information shared by you during a group session and The ADHD Social Worker is under no circumstances liable to you in any way whatsoever for any sharing (howsoever it occurs) of your information by another group session attendee.

**b) PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy:

<http://www.theadhdsocialworker.com.au/privacy-policy>.

By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in Australia. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Australia, then through your continued use of the Services, you are transferring your data to Australia, and you expressly consent to have your data transferred to and processed in Australia.

## **11. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **12. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We also reserve the right to modify or discontinue all or part of the Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **13. GOVERNING LAW**

These Legal Terms shall be governed by and defined following the laws of Australia. THE ADHD SOCIAL WORKER and yourself irrevocably consent that the courts of Australia shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

## **14. CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **15. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR

IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **16. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **17. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **18. USER DATA**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **19. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes,

regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **20. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **21. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at [theadhdsocialworker@gmail.com](mailto:theadhdsocialworker@gmail.com).