

Website Terms of Use

Version 2.0 | Effective 12 August 2026

1. Acceptance of Terms

Welcome to the website of Behavioural Edge Psychology (the 'Website'), located at www.behaviouraledgepsychology.com. This Website is owned and operated by Behavioural Edge Psychology Pty Ltd, ABN 95 693 874 645 ('we', 'us', 'our' or 'Behavioural Edge Psychology').

By accessing or using this Website, you agree to be bound by these Terms of Use and all applicable laws and regulations. If you do not agree with any of these terms, you must not use or access this Website.

These Terms of Use constitute a legally binding agreement between you ('you', 'your' or 'User') and Behavioural Edge Psychology. Please read these terms carefully before using the Website. We reserve the right to modify these Terms of Use at any time without prior notice. Your continued use of the Website following any changes constitutes your acceptance of the new Terms of Use. We recommend that you review these terms periodically.

2. Definitions

'Website' means the Behavioural Edge Psychology website located at www.behaviouraledgepsychology.com and all associated pages, subdomains and content.

'Content' means all text, graphics, images, logos, videos, audio, software, data and other materials available on the Website.

'User' means any individual or entity that accesses or uses the Website.

'Services' means the psychological services provided by Behavioural Edge Psychology as described on the Website.

'Personal Information' has the meaning given in the Privacy Act 1988 (Cth) and includes any information that can identify an individual.

3. No Therapeutic Relationship Created

Access to or use of this Website does not create a psychologist and client relationship, a therapeutic relationship, or a professional duty of care between you and Behavioural Edge Psychology or its psychologist.

Specifically:

- The information on this Website is for general informational and educational purposes only and does not constitute professional psychological advice, diagnosis or treatment specific to your individual circumstances.
- No psychologist and client relationship is formed by your use of the Website, submission of contact forms, reading blog posts or articles, downloading materials, or any other interaction with the Website.

- Information you submit through contact forms or email is not protected by the confidentiality obligations of a therapeutic relationship until a formal therapeutic relationship has been established through intake, service agreements and informed consent processes.
- The Website does not provide crisis intervention or emergency mental health services. If you are experiencing a mental health crisis, please contact emergency services (000), Lifeline (13 11 14), or present to your nearest hospital emergency department.
- A therapeutic relationship can only be established through a formal intake process, execution of service agreements, provision of informed consent, and direct engagement with our psychologist for the provision of professional psychological services.

You acknowledge and agree that you are solely responsible for any decisions or actions you take based on the information provided on this Website.

4. Informational Content and No Reliance Disclaimer

4.1 General Information Only

All content on this Website, including blog posts, articles, videos, downloadable resources, FAQs and informational pages, is provided for general informational and educational purposes only. This content does not constitute professional psychological, mental health or medical advice; is not tailored to your individual circumstances; should not be relied upon as a substitute for professional mental health evaluation or treatment; may not reflect the most current research, clinical guidelines or professional standards; and is subject to change without notice.

4.2 No Reliance and Limitation of Liability

You acknowledge and agree that any reliance you place on information contained on this Website is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Website. We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of the information, products, services or related graphics contained on the Website. To the maximum extent permitted by law, and subject to section 8.4, we exclude all liability for any loss or damage, including indirect or consequential loss or damage, arising out of or in connection with the use of this Website.

If you are experiencing mental health difficulties, we strongly recommend that you consult with a qualified mental health professional who can provide advice tailored to your specific situation.

4.3 Blog Posts and Articles

Blog posts, articles and other editorial content published on this Website represent the perspectives of the author at the time of publication. Such content is not intended as professional advice for any specific individual or situation, may discuss general psychological concepts without addressing your particular needs, should not be used as a basis for self-diagnosis or self-treatment, and may reference research, clinical approaches or therapeutic techniques that are not appropriate for all individuals.

4.4 External Links Disclaimer

This Website may contain links to external websites, resources or content not operated or controlled by Behavioural Edge Psychology. We have no control over, and assume no responsibility for, the content, privacy policies or practices of any third-party websites or services. The inclusion of any link does not imply endorsement, approval or recommendation of the linked website or its content. You access third-party websites entirely at your own risk and subject to the terms and privacy policies of those websites, which we advise you to read.

5. Copyright and Intellectual Property Rights

5.1 Ownership of Content

Unless otherwise indicated, all content on this Website, including text, graphics, logos, images, audio clips, video clips, digital downloads, data compilations, software, design, layout and arrangement (collectively, the 'Content'), is the property of Behavioural Edge Psychology Pty Ltd or its content suppliers and is protected by Australian and international copyright laws. All intellectual property rights in the Content, including copyright, trade marks, design rights and other proprietary rights, are owned by or licensed to Behavioural Edge Psychology Pty Ltd.

5.2 Trade Marks

'Behavioural Edge Psychology' and the Behavioural Edge Psychology logo are trade marks of Behavioural Edge Psychology Pty Ltd. All other trade marks, service marks and trade names appearing on the Website are the property of their respective owners. You may not use, copy or imitate our trade marks without our prior written consent.

5.3 Permitted Use

Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and view the Content for your personal, non-commercial use; to print single copies of Content for your personal, non-commercial use, provided you maintain all copyright and proprietary notices; and to download materials expressly designated as available for download, subject to any additional terms accompanying them.

5.4 Prohibited Use and Restrictions

Except as expressly permitted above, you may not:

- Reproduce, duplicate, copy, sell, resell, distribute or exploit any Content or any portion of the Website for any commercial purpose
- Modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Website or any Content
- Remove, alter or obscure any copyright, trade mark or other proprietary notices
- Use any automated system, including robots, spiders or scrapers, to access or copy Content without our prior written permission
- Frame or mirror any part of the Website without our prior written authorisation
- Use the Website or Content for any unlawful purpose or in violation of these Terms of Use

- Reproduce or republish Content on any other website, publication or medium without our prior written consent

5.5 Copyright Infringement

We respect the intellectual property rights of others and expect users of our Website to do the same. If you believe that any content on our Website infringes your copyright, please contact us at sarah.fischer@behaviouraledgepsychology.com with the subject line 'Copyright Infringement Notification'. Your notification should identify the copyrighted work claimed to have been infringed and the material claimed to be infringing, provide your contact information, and include a statement that you hold a good faith belief that the disputed use is not authorised and that you are the copyright owner or authorised to act on the owner's behalf.

6. User Conduct and Acceptable Use

When using this Website, you agree to comply with all applicable laws and regulations, provide accurate and truthful information when submitting forms or communications, respect the intellectual property rights of Behavioural Edge Psychology and third parties, and use the Website only for lawful purposes and in a manner that does not infringe the rights of others or restrict their use of the Website.

You agree not to:

- Use the Website in any way that violates any applicable law or regulation
- Transmit any material that is unlawful, threatening, abusive, harassing, defamatory, obscene or otherwise objectionable
- Impersonate any person or entity or misrepresent your affiliation with any person or entity
- Interfere with or disrupt the Website or servers or networks connected to the Website
- Attempt to gain unauthorised access to any portion of the Website or connected systems
- Upload or transmit viruses, malware or any other malicious code
- Collect or harvest any personal information from the Website or other users
- Use the Website for any commercial solicitation or advertising without our prior written consent

7. Privacy and Personal Information

Your use of the Website is also governed by our Privacy Policy, which is incorporated into these Terms of Use by reference and is available on the Website. The Privacy Policy explains how we collect, use, disclose and protect your personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and the Health Records Act 2001 (Vic).

In summary, we collect personal information you provide through contact forms, appointment bookings and other interactions with the Website; we use cookies and similar technologies to improve your experience and analyse Website usage; we do not sell, rent or trade your personal information; we implement appropriate security measures; and you have rights to access and correct your personal information subject to applicable laws.

8. Limitation of Liability and Disclaimers

8.1 Website Availability

While we endeavour to ensure that the Website is available at all times, we do not guarantee that the Website will be uninterrupted or error-free. We reserve the right to suspend, withdraw or restrict access to all or any part of the Website for business and operational reasons. We will not be liable if for any reason the Website is unavailable at any time or for any period.

8.2 'As Is' and 'As Available' Basis

The Website and all Content are provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied. To the fullest extent permitted by applicable law, and subject to section 8.4, we disclaim all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement; warranties that the Website will be uninterrupted, secure or error-free; warranties regarding the accuracy, reliability or completeness of the Content; and warranties that defects will be corrected or that the Website is free from viruses or other harmful components.

8.3 Exclusion of Liability

To the maximum extent permitted by law, and subject to section 8.4, Behavioural Edge Psychology Pty Ltd, its director, employees, contractors and agents shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages; loss of profits, revenue, data, use, goodwill or other intangible losses; damages resulting from your use of or inability to use the Website; damages resulting from any unauthorised access to or use of our servers or any personal information stored on them; damages resulting from any interruption or cessation of transmission to or from the Website; damages resulting from any bugs, viruses or similar code transmitted through the Website; or damages resulting from any errors, inaccuracies or omissions in any Content or from reliance on information obtained through the Website; whether based on warranty, contract, tort (including negligence), statute or any other legal theory.

8.4 Australian Consumer Law

Nothing in these Terms of Use excludes, restricts or modifies any guarantee, warranty, term, condition, right or remedy implied or imposed by the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted or modified ('Non-Excludable Rights'). Subject to any Non-Excludable Rights, our liability for breach of any warranty or condition which cannot be excluded is limited, at our option, to the re-supply of the services or payment of the cost of having the services re-supplied, or, in the case of goods, the replacement or repair of the goods or payment of the cost of replacement or repair.

9. Indemnification

You agree to defend, indemnify and hold harmless Behavioural Edge Psychology Pty Ltd, its director, officers, employees, contractors, agents, licensors and suppliers from and against any and all claims, liabilities, damages, losses, costs, expenses or fees (including reasonable legal fees) arising from or relating to your use of or inability to use the Website; your violation of these Terms of Use; your violation of any rights of another person or entity; your violation of any applicable laws, rules or regulations; any content or information you submit, post or transmit through the Website; any

unauthorised use of the Website or Content; or any claim that your use of the Website caused damage to a third party. This indemnification obligation will survive the termination of these Terms of Use and your use of the Website.

10. Release

To the maximum extent permitted by applicable law, you release, discharge and hold harmless Behavioural Edge Psychology Pty Ltd, its director, officers, employees, contractors and agents from any and all claims, demands, liabilities, costs or expenses, including legal fees, arising from or in any way related to any disputes between you and other users of the Website or third parties; your use of any third-party websites or services linked from the Website; or your reliance on any information, advice or content available on the Website.

11. Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to all or part of the Website, with or without notice, for any reason, including violation of these Terms of Use, engaging in fraudulent, abusive or illegal activity, or providing false, inaccurate or misleading information. Upon termination, your right to use the Website will immediately cease. All provisions of these Terms of Use that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnification and limitations of liability.

12. Governing Law and Jurisdiction

These Terms of Use and your use of the Website are governed by and construed in accordance with the laws of the State of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia, and any courts that may hear appeals from those courts, for any legal proceedings arising out of or relating to these Terms of Use or your use of the Website. If you access the Website from outside Australia, you are responsible for compliance with local laws in your jurisdiction.

13. Dispute Resolution

If you have any dispute, claim or controversy arising out of or relating to these Terms of Use or the Website, you agree to first contact us to attempt to resolve the dispute informally by sending a written notice of the dispute to:

Behavioural Edge Psychology Pty Ltd

Attention: Principal Psychologist

Email: sarah.fischer@behaviouraledgepsychology.com

Phone: 03 8771 4315

You agree to negotiate in good faith to resolve the dispute. If the dispute is not resolved within 60 days of the notice, either party may commence legal proceedings. Nothing in this section prevents either party from seeking urgent equitable or injunctive relief from a court of competent jurisdiction.

14. Severability and Waiver

14.1 Severability

If any provision of these Terms of Use is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent. If such modification is not possible, the invalid provision shall be severed, and the remaining provisions shall continue in full force and effect.

14.2 Waiver

No waiver by Behavioural Edge Psychology of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of that term or condition or a waiver of any other term or condition. Any failure to assert a right or provision under these Terms of Use shall not constitute a waiver of that right or provision.

15. Entire Agreement

These Terms of Use, together with our Privacy Policy and any other policies or agreements referenced in them, constitute the entire agreement between you and Behavioural Edge Psychology regarding your use of the Website and supersede all prior or contemporaneous understandings and agreements regarding that subject matter.

16. Assignment

You may not assign, transfer or delegate any of your rights or obligations under these Terms of Use without our prior written consent. We may assign, transfer or delegate our rights and obligations without restriction. Any attempted assignment in violation of this provision is void.

17. Changes to Terms of Use

We reserve the right to modify, amend or update these Terms of Use at any time by posting the revised Terms of Use on the Website. Changes are effective immediately upon posting unless otherwise specified. We will indicate the date these Terms of Use were last revised, and we may also notify you of material changes through a notice on the Website. Your continued use of the Website after any changes constitutes your acceptance of those changes. If you do not agree to the modified Terms of Use, you must stop using the Website.

18. Contact Information

Behavioural Edge Psychology Pty Ltd

Dr Sarah Fischer, Principal Psychologist

Email: sarah.fischer@behaviouraledgepsychology.com

Phone: 03 8771 4315

Website: www.behaviouraledgepsychology.com

Professional Standards

Behavioural Edge Psychology is committed to maintaining high professional and ethical standards in accordance with the Psychology Board of Australia Code of conduct for psychologists (effective 1 December 2025), AHPRA and Psychology Board of Australia registration standards, the Privacy Act 1988 (Cth) and Australian Privacy Principles, and the Health Records Act 2001 (Vic). Dr Sarah Fischer is registered with AHPRA (PSY0001719709) and maintains current professional indemnity insurance.

Document Control

Item	Detail
Version	2.0 (supersedes version 1.0, December 2025)
Approved by	Dr Sarah Fischer, Principal Psychologist and sole director
Effective date	12 August 2026
Next review	August 2027

By using this Website, you acknowledge that you have read, understood and agree to be bound by these Terms of Use.