

# WEBSITE TERMS OF USE

## Behavioural Edge Psychology

*Effective Date: December 2025*

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# 1. ACCEPTANCE OF TERMS

Welcome to the website of Behavioural Edge Psychology (the "Website"). This Website is owned and operated by Behavioural Edge Psychology ABN [Insert ABN] ("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 ARE PROHIBITED FROM USING OR ACCESSING 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 for any updates or changes.

# 2. DEFINITIONS

**"Website"** means the Behavioural Edge Psychology website located at [Insert URL] 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

**CRITICAL DISCLAIMER: Access to or use of this Website does not create a psychologist-client relationship, therapeutic relationship, or professional duty of care between you and Behavioural Edge Psychology or any of its psychologists.**

**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-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 confidential or protected by psychologist-client privilege until a formal therapeutic relationship has been established through executed 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 one of our psychologists 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, and that such decisions and actions are not based on any professional advice or recommendation from Behavioural Edge Psychology.

## 4. INFORMATIONAL CONTENT AND NO RELIANCE DISCLAIMER

### 4.1 General Information Only

All content on this Website, including but not limited to blog posts, articles, videos, podcasts, downloadable resources, FAQs, and informational pages, is provided for general informational and educational purposes only. This content:

- Does not constitute professional psychological advice, mental health treatment, or medical advice
- Is not tailored to your individual circumstances, needs, or mental health condition
- 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
- Is subject to change without notice and may contain inaccuracies or errors

### 4.2 No Reliance and Limitation of Liability

#### YOU ACKNOWLEDGE AND AGREE THAT:

1. Any reliance you place on information contained on this Website is strictly at your own risk.
2. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.
3. 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.
4. To the maximum extent permitted by law, we exclude all liability for any loss or damage, including indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits 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 opinions and perspectives of the authors at the time of publication. Such content:

- Is not intended as professional advice for any specific individual or situation

- May discuss general psychological concepts, coping strategies, or mental health topics without addressing your particular needs
- Should not be used as a basis for self-diagnosis or self-treatment
- May reference research studies, clinical approaches, or therapeutic techniques that may not be appropriate for all individuals

#### 4.4 External Links Disclaimer

This Website may contain links to external websites, resources, organizations, or content not operated or controlled by Behavioural Edge Psychology ("Third-Party Links").

**WE HAVE NO CONTROL OVER, AND ASSUME NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD-PARTY WEBSITES OR SERVICES.**

Specifically, we disclaim all liability for:

- The accuracy, legality, or appropriateness of content on third-party websites
- Any products, services, or information obtained from third-party websites
- Any harm, loss, or damage arising from your use of third-party websites
- Privacy practices or data collection by third-party websites
- Availability or functionality of third-party websites

The inclusion of any link does not imply endorsement, approval, or recommendation by Behavioural Edge Psychology of the linked website or its content. You access third-party websites entirely at your own risk and subject to the terms and conditions of use for such websites.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites that you visit.

## 5. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

### 5.1 Ownership of Content

Unless otherwise indicated, all content on this Website, including but not limited to 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 or its content suppliers and is protected by Australian and international copyright laws.

**All intellectual property rights in the Content, including copyright, trademarks, design rights, patents, and other proprietary rights, are owned by or licensed to Behavioural Edge Psychology.**

The compilation, organization, and display of the Content, as well as all software and inventions used on and in connection with this Website, are the exclusive property of Behavioural Edge Psychology.

### 5.2 Trademarks

"Behavioural Edge Psychology" and the Behavioural Edge Psychology logo are trademarks of Behavioural Edge Psychology. All other trademarks, service marks, and trade names appearing on the Website are the property of their respective owners.

You may not use, copy, or imitate our trademarks without our prior written consent. Use of our trademarks in any manner not expressly authorized in these Terms of Use is strictly prohibited and may violate trademark law.

### 5.3 Permitted Use

Subject to your compliance with these Terms of Use, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- Access and view the Content on the Website for your personal, non-commercial use
- Print single copies of Content for your personal, non-commercial use, if you maintain all copyright and other proprietary notices
- Download materials expressly designated as available for download, subject to any additional terms accompanying such materials

### 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, trademark, or other proprietary rights notices from the Website or Content
- Use any automated system, including robots, spiders, or offline readers, to access or copy Content without our prior written permission
- Frame or mirror any part of the Website without our prior written authorization
- 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
- Systematically extract or re-utilize parts of the Content without our express 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:

Email: [legal@behaviouraledgepsychology.com.au](mailto:legal@behaviouraledgepsychology.com.au)

Subject: Copyright Infringement Notification

Your notification should include:

- Identification of the copyrighted work claimed to have been infringed
- Identification of the material on the Website that is claimed to be infringing
- Your contact information (name, address, telephone number, and email address)
- A statement that you have a good faith belief that the disputed use is not authorized
- A statement, under penalty of perjury, that the information in your notification is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner

## 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
- Maintain the security and confidentiality of any login credentials
- Respect the intellectual property rights of Behavioural Edge Psychology and third parties
- Use the Website only for lawful purposes and in a manner that does not infringe the rights of others or restrict or inhibit their use of the Website

**You agree NOT to:**

- Use the Website in any way that violates any applicable federal, state, local, or international law or regulation
- Transmit any material that is unlawful, threatening, abusive, harassing, defamatory, obscene, vulgar, pornographic, profane, or otherwise objectionable
- Impersonate any person or entity or falsely state 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 unauthorized access to any portion of the Website or any systems or networks connected to the Website
- 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. Our Privacy Policy explains how we collect, use, disclose, and protect your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

By using this Website, you consent to the collection, use, and disclosure of your personal information as described in our Privacy Policy, which is available at [Insert Privacy Policy URL].

**Key Privacy Points:**

- We collect personal information you provide through contact forms, appointment bookings, and other interactions with the Website
- We use cookies and similar technologies to enhance your experience and analyse Website usage
- We do not sell, rent, or trade your personal information to third parties
- We implement appropriate security measures to protect your personal information
- You have rights to access, correct, and request deletion of 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 24 hours a day, 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, Behavioural Edge Psychology disclaims all warranties, express or implied, including but not limited to:

- 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
- 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, BEHAVIOURAL EDGE PSYCHOLOGY, ITS DIRECTORS, 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 unauthorized access to or use of our servers and/or any personal information stored therein
- Damages resulting from any interruption or cessation of transmission to or from the Website
- Damages resulting from any bugs, viruses, trojan horses, or similar malicious code transmitted through the Website
- Damages resulting from any errors, inaccuracies, or omissions in any Content
- Damages resulting from any reliance on information obtained through the Website

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BEHAVIOURAL EDGE PSYCHOLOGY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

*Some jurisdictions do not allow the exclusion of certain warranties or the limitation of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In such jurisdictions, our liability is limited to the maximum extent permitted by law.*

## 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: (a) in the case of services, the re-supply of the services or payment of the cost of having the services re-supplied; and (b) in the case of goods, the replacement or repair of the goods, the payment of the cost of replacing or repairing the goods, or the payment of the cost of acquiring equivalent goods.

## 9. INDEMNIFICATION

**You agree to defend, indemnify, and hold harmless Behavioural Edge Psychology, its directors, 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:**

5. Your use of or inability to use the Website.
6. Your violation of these Terms of Use.
7. Your violation of any rights of another person or entity.
8. Your violation of any applicable laws, rules, or regulations.
9. Any content or information you submit, post, or transmit through the Website.
10. Any unauthorized use of the Website or Content.
11. Any claim that your use of the Website caused damage to a third party.

This indemnification obligation will survive the termination or expiration of these Terms of Use and your use of the Website.

We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

## 10. RELEASE

To the maximum extent permitted by applicable law, you hereby release, discharge, and hold harmless Behavioural Edge Psychology, its directors, 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
- Any disputes between you and third parties (including third-party service providers)
- Your use of any third-party websites or services linked from the Website
- Your reliance on any information, advice, or content available on the Website
- Any actions or inactions by Behavioural Edge Psychology in connection with 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 or no reason, including but not limited to:

- Violation of these Terms of Use
- Engaging in fraudulent, abusive, or illegal activity
- Providing false, inaccurate, or misleading information
- Any other conduct that we deem inappropriate or harmful to the Website, other users, or Behavioural Edge Psychology

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.

Termination of your access to the Website will not affect any rights or obligations that arose prior to termination.

## **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, without regard to its conflict of law provisions.

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

Attn: Practice Manager

Email: [sarah.fischer@behaviouraledgepsychology.com.au](mailto:sarah.fischer@behaviouraledgepsychology.com.au)

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, such 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 from these Terms of Use, 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 forth in these Terms of Use shall be deemed a further or continuing waiver of such 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 such right or provision.

## 15. ENTIRE AGREEMENT

These Terms of Use, together with our Privacy Policy and any other policies or agreements referenced herein, 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, whether written or oral, regarding such 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 under these Terms of Use 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, in our sole discretion, by posting the revised Terms of Use on the Website. Any changes will be effective immediately upon posting unless otherwise specified.

We will indicate the date these Terms of Use were last revised at the top of this page. We may also notify you of material changes through email or a notice on the Website.

**Your continued use of the Website after any changes to these Terms of Use constitutes your acceptance of such changes.**

If you do not agree to the modified Terms of Use, you must stop using the Website immediately.

## 18. CONTACT INFORMATION

If you have any questions, concerns, or complaints about these Terms of Use or the Website, please contact us:

**Behavioural Edge Psychology**

**Practice Principal**

Email: [sarah.fischer@behaviouraledgepsychology.com.au](mailto:sarah.fischer@behaviouraledgepsychology.com.au)

Phone: 03 8771 4315

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## PROFESSIONAL STANDARDS COMPLIANCE

Behavioural Edge Psychology is committed to maintaining the highest professional and ethical standards in accordance with:

- Australian Health Practitioner Regulation Agency (AHPRA) Code of Conduct
- Psychology Board of Australia registration standards
- Australian Psychological Society (APS) Code of Ethics
- Privacy Act 1988 (Cth) and Australian Privacy Principles
- Health Records Act 2001 (Vic) and equivalent state legislation

All psychologists at Behavioural Edge Psychology are registered with AHPRA and maintain current professional indemnity insurance.

#### **Document Information**

*Version 1.0 | Approved: December 2025 | Next Review: December 2026*

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