

Domingo Psychology

Terms and Conditions

As at 25 May 2022

These Terms and Conditions govern the supply of psychology products (including online courses and webinars, resources and templates) and services (including individual and group webinars) that Zenobia Domingo ABN 86 462 097 165 trading as Domingo Psychology provides via the Website.

Please read these terms and conditions carefully, as they can only be waived or varied in writing by Domingo Psychology. By proceeding to purchase and/or commit to receiving products or services from Domingo Psychology, you're acknowledging that you've read, understood and agreed to enter into a binding agreement (**Agreement**) with Domingo Psychology on these terms and conditions. You also warrant that you are at least 18 years of age.

By accessing and using this Website (www.domingopsychology.com.au), web page, client portal, or related mobile application, including but not limited to any content, functionality and Services and/or Goods offered on or through this Website, web page, client portal, or related mobile application, or our e-mails, texts, posts and other electronic messages (collectively, our "**Website**"), you are agreeing to be bound by these Terms and Conditions of Services, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing our Website.

Our Website and all of the contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by Australian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, as applicable. We reserve the right to withdraw or amend our Website, and any Service, Goods or material we provide on our Site, in our sole discretion without notice. We will not be liable if, for any

reason, all or any part of our Website is unavailable at any time or for any period.

These terms and conditions set out the basis on which Domingo Psychology (**Website Owner**) will provide the services and goods described in the accompanying Order Form (**Services**) to you (the **Client**):

2. Services

- 2.1 Subject to the terms of this Agreement, Domingo Psychology shall carry out the Services for the Fees in accordance with these terms of service and the Client accepts the Services on that basis.
- 2.2 In providing the Services, Domingo Psychology will at all times endeavour to exercise the degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled, competent and experienced professional providing services that are the same or similar to the Services.
- 2.3 If you purchase individual psychology services on an as-needed basis, you will be directed to book in your session with Domingo Psychology on the Website. Individual psychology sessions may be rescheduled provided you give Domingo Psychology at least 48 hours' notice.
- 2.4 If you purchase a package of psychology services, you will be directed to book in your session with Domingo Psychology on the Website. You must use the code provided on purchase of your package to redeem sessions. You will only be entitled to receive the number of sessions included in the scope of your package within the timeframe set out in the scope. Domingo Psychology will agree to reschedule an individual psychology session included in a package provided that:
 - 2.5 you give Domingo Psychology at least 48 hours' written notice,
 - 2.6 you can commit to completing the session within the following 7 days,

- 2.7 you have not previously rescheduled the session, and
- 2.8 you are not otherwise in breach of this Agreement.
- 2.9 If you fail to book and/or attend a package session, you will be deemed to have waived your right to receive the session.
- 2.10 If you purchase a product or service which includes access to attend a group call (for example, a live webinar or group session), the call will be held via Zoom, or such other platform as Domingo Psychology nominates from time to time.
- 2.11 Group calls are held on the date and at the time specified by Domingo Psychology and are subject to change by Domingo Psychology on reasonable notice to you. You must conduct yourself on group calls in accordance with Domingo Psychology Community Guidelines, located at the bottom of this page.
- 2.12 If you breach the Community Guidelines, Domingo Psychology may (without limiting my other rights under this Agreement) turn off your microphone or video input or remove you from the group call for part or the entire duration of the call. Serious breaches may result in you being prevented from attending or participating in future group calls.
- 2.13 If you purchase a digital product or a service which includes a right to receive a digital product (such as an online course, workbook, e-book, pdf or template), the following terms apply:
- 2.14 Access – Digital products are delivered by email, or otherwise accessed via an online portal. Once you have completed your purchase, your online access details will be emailed to you. If you do not receive your product or are unable to access it, please contact Domingo Psychology at info@domingopsychology.com.au
- 2.15 Delivery Address – It's your responsibility to make sure that your email address details are correct. You will be solely responsible for any incorrect or failed delivery if you don't supply current, accurate email address details. If after a failed delivery you do not respond within 30 days to a request for an alternative email address for delivery, you will be deemed to have waived your right to receive the product.
- 2.16 Not redeemable – Products are non-transferable and are not redeemable for cash or credit.
- 2.17 Liability for charges – You are responsible for any charges you may incur from your internet provider for downloading or accessing digital products.
- 2.18 Refunds – If your product is defective on delivery so that it is unable to be accessed (for example, because the file is corrupted), please contact us at Domingo Psychology info@domingopsychology.com.au
- 2.19 Please note that you are required to inform us of any fault with the goods in the period from delivery until the fault or problem would reasonably be expected to appear. Based on the nature of our products, we estimate this period to be 7 days.
- 2.20 Nothing in this clause limits your rights under the ACL.
- 2.21 Domingo Psychology utilises various online platforms to help deliver Domingo Psychology products and services to you. It is essential for delivery of Domingo Psychology products and services that you agree to their Terms of Use to access and/or interact with Domingo

Psychology products and services which utilise these platforms. Domingo Psychology will not be responsible if you are not able to access any product or service (or any component or any offering) caused by any failure by you to agree to any platform provider's terms or any breach of their terms by you.

3. Ordering and Acceptance Procedures

3.1 Order

On submitting an Order Form and written or electronic acceptance by Domingo Psychology the Parties agree to be bound by these terms.

3.2 Additional Orders

The Client may order additional Services at any time from Domingo Psychology subject to agreement by Domingo Psychology.

4. Non-Performance

Nothing in this Agreement requires Domingo Psychology to provide the Services where this would place Domingo Psychology in breach of any law or any contract to which it is a party.

5. Payment

5.1 Fees and Expenses for the Services

The Fees payable by the Client for Services are payable in accordance with this clause 5 and as set out as in the relevant Order Form or as otherwise agreed in writing between the Parties from time to time.

5.2 Payment

The Client agrees to pay Domingo Psychology the Fees and Expenses for the Services (and any goods) as specified and agreed in the accompanying Order Form. The Client also agrees to pay Domingo Psychology for any other amounts related to any variation of Services directed, or agreed to, by the Client and Domingo Psychology.

For online consultations, you, the Client agree to pay 25% deposit upon booking a consultation and to finalise payment for each consultation upon attendance.

The Client agrees that a cancellation fee of 25% may be charged if the Client fails to notify Domingo Psychology of cancellation at least 24

hours' prior to the scheduled appointment time. This fee is used to cover administration costs incurred and loss of Client's scheduled time. In exceptional circumstances where unforeseen events have transpired, then waiver of the cancellation fee will be at the sole discretion of Domingo Psychology.

All Fees payable to Domingo Psychology for the Services performed will be paid using our Website paywall.

5.3 Time of Payment

Domingo Psychology will invoice the Client at time of purchase or at a time as specified in the Order Form.

5.4 Taxes

- a) All prices quoted for supplies made and/or to be made under this Agreement are in Australian dollars and are exclusive of GST.
- b) If GST is applicable to any supply made by Domingo Psychology under this Agreement, Domingo Psychology is entitled to add to the amount otherwise payable an additional amount for the applicable GST.
- c) The Client agrees to pay Domingo Psychology such GST charge in the same manner and at the same time as the payment for the relevant supply.
- d) Domingo Psychology will issue tax invoices to the Client for the purposes of GST.
- e) If required by applicable law, Domingo Psychology will give the Client an adjustment note arising from the adjustment event relating to a taxable supply made under, or in connection with, this Agreement within 30 days after the date Domingo Psychology becomes aware of the adjustment event.

5.5 Dispute

If a dispute arises between the Client and Domingo Psychology, the aggrieved party must (as soon as practicable) notify the other party in writing of the nature of the dispute and proposed remedy. Within 7 days of being notified of the dispute and proposed remedy, the parties must communicate to resolve the dispute. If the parties fail to resolve the dispute during this time, either party may refer the dispute to mediation and the parties will endeavour in good faith to settle the dispute by mediation administered by, and under the rules

and guidelines of, the Australian Commercial Disputes Centre before having recourse to litigation. The parties must share the mediation costs equally.

Nothing prevents any party to a dispute from seeking interlocutory, declaratory or injunctive relief in respect of any dispute.

5.6 Provision of Online Therapy, Information Services and Goods – Not Medical Advice

Online therapy provided by Domingo Psychology as a medical service and doctor-patient relationship provided in accordance with and regulated by Health Practitioner Regulation National Law, standards and guidelines provided by the Psychology Board of Australia and the Australian Health Practitioner Regulation Agency (AHPRA) and AHPRA's Code of Ethics.

Except where Domingo Psychology provides you online therapy, you understand that Domingo Psychology's courses, e-books and pdfs do not provide medical advice and my products and services are not a substitute for medical treatment. This agreement does not form a doctor-patient relationship between us which would otherwise applies to online therapy conducted by Domingo Psychology.

While Zenobia Domingo trading as Domingo Psychology is a registered psychologist, Domingo Psychology is not providing you with counselling, therapy, clinical or treatment services through the provision of Domingo Psychology's business products or services (other than online therapy sessions). You must not use any of Domingo Psychology's products or services for any diagnostic or treatment purposes.

If you are unsure or concerned about how purchasing a product or participating in a service may affect your health, you should consult your doctor prior to purchase.

Any recommendations or instructions given by Domingo Psychology are general in nature and are not intended to constitute or substitute for professional or medical advice. You should seek appropriate professional advice suitable for your personal circumstances if necessary.

Domingo Psychology does not provide legal or compliance advice as part of any of Domingo

Psychology's products or services (including individual psychology sessions), or on my Website.

Any recommendations or instructions given (including compliance tips) by Domingo Psychology are general in nature and are not intended to constitute or substitute for legal or professional compliance advice. You understand that all such content contained in products and services is general and does not take into account your personal circumstances or situation, and as such it should not replace or be considered to replace individual consultation, supervision, or professional advice.

It is your sole responsibility to ensure ethical and regulatory compliance in your own practice and in any products and services you provide to your clients. You should seek appropriate professional advice suitable for your personal circumstances to ensure you are meeting your compliance obligations, including under the Health Practitioner Regulation National Law, standards and guidelines provided by the Psychology Board of Australia and the Australian Health Practitioner Regulation Agency (AHPRA) and AHPRA's Code of Ethics.

Do not delay seeking personalised advice because of any information gathered through any of Domingo Psychology's products or services (including member-generated content).

If you purchase a product or service which involves member interaction and contributions, you acknowledge that other persons who purchase the product or service may contribute content (such as text, videos or links to external resources) from time to time. You understand and acknowledge that Domingo Psychology does not endorse, approve or verify member-contributed content and you should not rely on the content in any way.

You understand we communicate with you electronically, including by delivering products and services by email. You acknowledge and there are some delivery risks in using email and you accept the risk of interception of the email by third parties or of non-receipt or delayed receipt of the message; and Computer viruses and similar damaging items can be transmitted through emails and by introducing data storage devices into your system. We use virus-scanning software to reduce these risks and ask that you do the same. However, it is not

possible to eliminate the risk of introducing viruses altogether.

Domingo Psychology may include links to third-party websites or providers from Domingo Psychology's Website or within Domingo Psychology's products or services. Provision of links to or information about these third parties is not in any way an endorsement of such third party. It is your responsibility to conduct your own due diligence before purchasing a product or service from any third party, or visiting the webpage of any third party.

You understand Domingo Psychology may include affiliate links on Domingo Psychology's Website or within a product or service, and if you purchase a product or service from such third party, I may receive compensation or reward from such third party.

To the maximum extent permissible by law, you release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of any electronic communication between us.

Where, during the course of providing any Services, Domingo Psychology is to provide any goods or information to the Client, Domingo Psychology may require the Client to enter into a separate agreement in relation to the goods or information. Domingo Psychology will be deemed not to be in breach of this Agreement where Domingo Psychology fails to meet any of its obligations as a direct or indirect result of the Client refusing or delaying its entry into any such agreement for any reason.

5.7 Suspension of Services

Domingo Psychology, in its sole discretion, may:

- a) issue a notice of demand in relation to any overdue payment providing (at Domingo Psychology's election) the Client further time for payment; and
- b) following non-compliance with any notice of demand, suspend its provision of any or all of the Services to the Client until all outstanding Fees have been paid. Domingo Psychology will be deemed not to be in breach of this Agreement where any breach arises directly or indirectly from any suspension by Domingo Psychology of the Services.

6. Implied Terms

6.1 Implied Terms Excluded

Subject to clause 6.2, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded. Any warranty or term that any goods or Services will be fit for their intended purpose are hereby expressly excluded.

6.2 Statutory Limitation of Liability

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of, or liability under, such condition or warranty, the condition or warranty will be deemed to be included in this Agreement. However, where the statute permits liability to be limited, the liability of Domingo Psychology for any breach of such condition or warranty will be limited, at the option of Domingo Psychology, to one of the following:

- a) If a defect relates to goods:
 - i. the replace of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the cost of having the goods repaired; and
- b) If a defect relates to fixed price Services:
 - i. the supplying of the Services again; or
 - ii. the supplying of labour to rectify any defect in relation to the Services.

7. Warranties

7.1 Warranties

Domingo Psychology will endeavour to rectify defective Services provided that the Client notifies Domingo Psychology of the defect within 14 days after the relevant Services are provided.

8. Liabilities

8.1 Exclusion of Liability

- a) Domingo Psychology will not be liable in contract or in tort (including negligence) or otherwise for any loss or damage (including indirect, special or consequential punitive loss, damage, cost or expense) however caused

- (including loss of profits, loss of data, and liability to third parties), which may be suffered, or incurred, or which may arise directly or indirectly in respect of the use of or inability to use the Services except where such liability arises out of a breach of any conditions and warranties which are implied by law and cannot be excluded in which case the liability of Domingo Psychology for breach of those conditions or warranties will, subject to clause 21, be limited to one of the following (at Domingo Psychology's option):-
- i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.
- b) Domingo Psychology does not warrant that the Services will be free of interruptions, delays, faults or errors.
- c) For the avoidance of doubt, either party's liability will be reduced proportionately to the extent that a breach of this Agreement, breach of a relevant law or negligent act or omission of the other party or its employees, agents or contractors contributed directly or indirectly to any claim, action, damage, loss, liability, expense or payment.
- d) Notwithstanding any other clause in this Agreement, neither party is liable to the other party for any loss or damage in contract, in tort (including, but not limited to, negligence), in equity or by operation of any common law or statute arising under and/or in connection with this Agreement or the Services or otherwise suffered by a party, or any other person which:
- i. Does not arise naturally or in the usual course of things from that breach; or
 - ii. Constitutes or arises from or in connection with an indirect, special or consequential loss or damage, including a loss of revenue, loss of opportunity, loss of profit, loss of anticipated profits or revenue, loss of contracts, loss of goodwill, loss arising from business interruption, or liability arising out of or in connection with greenhouse emissions, pollution or contamination, even if such loss arises naturally or in the usual course of things from that breach.
- e) Domingo Psychology has no liability to the Client, or to any other person, for:

- i. the acts or omissions of any third party, including the suppliers which have been engaged by Domingo Psychology for the purpose of supplying or maintaining goods or a Service supplied to the Client under this Agreement;
- ii. faults or defects in Services which are caused by the Client's own conduct or misuse;
- iii. any loss of revenue or profits, loss of data, loss of bargain and damage to reputation or for any form of indirect or consequential loss, whether in respect of breach of contract, equity, intended conduct, tort or otherwise, arising out of, or in connection with, the provision of the Services or this Agreement; or
- iv. faults or defects in the Services that arise due to failure by the Client or any third party (other than a contractor or agent engaged by Domingo Psychology) to appropriately maintain any equipment, software, hardware or cabling relevant to the supply of the Services.

8.2 Limitation of Liability

To the extent Domingo Psychology's liability has not been limited by clause 6.2 or excluded by clause 8.1 above, Domingo Psychology's total liability under or in connection with this Agreement will be limited in aggregate and will not exceed the greater of:

- i. one (1x) times the fees payable by the Client to Domingo Psychology for the Services; or
- ii. the amount which is recovered under Domingo Psychology's insurance policies.

8.3 Title and Risk: Goods

a) Risk shall pass to the Client upon delivery of the Services to the Client and title shall pass to the Client upon payment of Fees in full.

8.4 Title and Risk: Specifically Developed Items

a) Any rights to any pre-existing intellectual property that is owned by a party (including third parties) prior to this Agreement or developed independently outside of this Agreement, is retained by that party, and nothing in this Agreement

transfers any rights in that pre-existing intellectual property to any other party, nor is any party entitled to any commercial exploitation of any pre-existing intellectual property in any way.

- b) Title to in all goods, work, items, materials and information produced or developed by or on behalf of Domingo Psychology (whether under the Client's direction or otherwise), shall remain vested in Domingo Psychology, on them being produced or developed.
- c) On payment of Fees for Service, Domingo Psychology grants to the Client an irrevocable licence for personal use in respect of any item, title to which has passed to or vested in Domingo Psychology, to use that item for the purpose of using or modifying as required, the Services. The client is not granted any rights to on sell, sub-licence or commercially exploit any Services for future commercial purposes.
- d) The Client grants to Domingo Psychology an irrevocable licence in respect of any of the Client's pre-existing intellectual property incorporated into any goods, work, items, materials and information, to use that intellectual property in the course of or for the purpose of providing the Services pursuant to this Agreement.

8.5 PPSA

- a) The Client must not lodge any financing statement on the Personal Property Securities Register in connection with this Agreement for any goods or Services without the prior written consent of Domingo Psychology.

9. Delivery

9.1 Place of Delivery

Domingo Psychology shall deliver the Services through its Website or such other medium or platform as determined by Domingo Psychology from time to time.

9.2 Term & Delivery by Instalments

The term of this Agreement will commence once your order is confirmed by Domingo Psychology and will expire once the product or service you purchased has been fully delivered or the time for delivery or access (as set out in the scope of the product or service) has ended.

Each time you purchase a product or service from me, a new agreement is formed between us on these terms and conditions.

Domingo Psychology may, at its discretion, deliver the Services by instalments in any sequence in consultation with the Client.

9.3 Delay

- a) Any dates quoted by Domingo Psychology for the delivery of the Services are approximate only and shall not form part of this Agreement.
- b) Domingo Psychology shall not be liable for any delay in delivery of the Services, howsoever arising.

10. Force Majeure

10.1 No Liability for Force Majeure

Domingo Psychology will not be liable for any delay or failure to perform its obligations under this Agreement if such failure or delay is due (whether partially or wholly) to Force Majeure.

10.2 Domingo Psychology to Notify Client

Domingo Psychology will notify the Client as soon as practicable of any anticipated delay due to Force Majeure. The performance of Domingo Psychology's obligations under this Agreement will be suspended for the period of the delay due to Force Majeure.

10.3 Force Majeure Termination

If a delay due to Force Majeure exceeds sixty (60) Business Days, the Client may terminate this Agreement immediately on providing notice to Domingo Psychology. If the Client gives such notice to Domingo Psychology:

- a) Domingo Psychology shall refund moneys previously paid by the Client under this Agreement for which no Services have been provided; and
- b) The Client shall pay Domingo Psychology a reasonable sum in relation to Services rendered or costs and expenses incurred prior to termination (as reasonably determined by Domingo Psychology) for which no payment has been made by the Client.
- c) The Client shall be liable to Domingo Psychology for all third-party expenses agreed as part of the Order Form prior to any termination where Domingo Psychology is unable to cancel, have refunded, or obtain credit for those expenses, or where Domingo

Psychology is otherwise unable to mitigate the expenses, using reasonable efforts to do so.

11. Access to Information

Should the Services require, the Client will, at its own cost, provide Domingo Psychology with all reasonable information, aid, and assistance.

12. Service Period and Termination

12.1 Service Period

The Services shall commence on the Commencement Date and continue for the duration of the Services.

12.2 Termination

- a) Unless terminated under clause 10.3, 12.2(b) or 12.2(c), this Agreement ends on the completion of the Services;
- b) The Client may terminate this Agreement, if:
 - i. Domingo Psychology breaches an essential term of this Agreement and does not remedy that breach within 60 days of being notified in writing of the breach; and the course of action required to remedy the breach; or
 - ii. the Client gives Domingo Psychology 30 days written notice of its intention to do so.
- c) Domingo Psychology may terminate this Agreement by notice, if:
 - i. monies payable by the Client to Domingo Psychology are overdue for more than 14 days; or
 - ii. the Client breaches a term of this Agreement and does not remedy that breach within 30 days of being notified in writing of the breach; and the course of action required to remedy the breach; or
 - iii. Domingo Psychology gives the Client 30 days written notice of its intention to do so
- d) Domingo Psychology may immediately terminate the Services without notice under these terms and conditions, if:
 - i. the Client fails to perform any of its obligations under these terms and conditions or the Order Form;
 - ii. it is likely to have a conflict of interest in its performance of a

- iii. fundamental obligation within these terms and conditions; or
- iii. the Client is in (in Domingo Psychology's opinion) in financial distress.
- the Client has (in Domingo Psychology's opinion) a health issue incompatible with the Services.

- e) If this Agreement is terminated under clauses 10.3 or 12.2, then the Client will:
 - i. pay Domingo Psychology all due Fees for Service performed up to and including the date of termination, less any payments previously made by the Customer in respect of those Services;
 - ii. take any other action reasonably required by Domingo Psychology the Company in relation to the termination;
 - iii. pay Domingo Psychology to the Company the reasonable out-of-pocket costs and expenses that Domingo Psychology has incurred up to and including the date of termination and any other costs reasonably incurred by reason of the termination;
 - iv. return to Domingo Psychology any items (including Domingo Psychology materials) provided to the Client by Domingo Psychology;
 - v. take any other action reasonably required by Domingo Psychology the Company in relation to the termination; and
 - vi. immediately take all possible action to mitigate any liabilities incurred by it as a result of the termination.

12.3 Additional Rights

If this Agreement is terminated for any reason, Domingo Psychology may:

- a) retain any moneys paid to Domingo Psychology by the Client;
- b) invoice the Client a reasonable sum for Services provided in respect of work which no sum has been previously invoiced;
- c) be regarded as discharged from any further obligations under this Agreement; and

- d) pursue any additional or alternative remedies available to it.

12.4 Unpaid Sums

- a) On termination of this Agreement, all unpaid sums owing to Domingo Psychology will become due and payable to within 10 Business Days of the date of termination and will be liable to reimburse for all reasonable legal costs and disbursements incurred in the recovery of such sums.
- b) This clause will survive the termination of this Agreement.

13. Variation

13.1 Variation of the Order Form

This Agreement may only be varied with the written consent of each Party.

13.2 Variation of this Agreement

Except as otherwise provided in this Agreement, the provisions of this Agreement will not be varied, except by agreement in writing signed by the Parties.

14. Notices

A notice, consent or other communication under these terms and conditions is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by email.

A notice, consent or other communication that complies with this clause is regarded as given and received if sent by email, when the sender receives confirmation on its server that the message has been transmitted.

A Party's email addresses are those notified at the commencement of Services, or as last notified by the Party.

15. General Provisions

15.1 Assignment

Neither Party may assign, novate or otherwise deal with any right or obligation under this Agreement (whether in whole or in part) without the written consent of the other Party.

Unless stated in writing to the contrary, no assignment, novation or otherwise will release the assignor from any obligation under this Agreement.

15.2 Entire Agreement

This Agreement embodies the entire understanding and agreement between the Parties as to the subject matter of this Agreement and supersedes any prior written or other arrangement of the Parties.

15.3 Severability

If a clause or a part of a clause of these terms and conditions can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these terms and conditions, but the rest of these terms and conditions are not affected.

Where a clause is prohibited or unenforceable, the Parties must negotiate in good faith to replace the invalid clause by a clause which is in accordance with the Governing Law and which must be as close as possible to the Parties' original intent and appropriate consequential amendments (if any) will be made to these terms and conditions.

15.4 Governing Law

This Agreement is governed by and is to be construed in accordance with the laws applicable in the State or Territory in Australia where the Services are to be performed (unless otherwise agreed in writing). If the Services are to be performed outside Australia, then the laws of Western Australia, Australia will apply (Governing Law). Notwithstanding the laws governing the Agreement, each Party irrevocably and unconditionally submits to the jurisdiction of the courts of Western Australia.

15.5 Waiver

- a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement, of a right provided by law or under this Agreement by a Party does not preclude or operate as a waiver of the exercise or enforcement, or further exercise or enforcement of that or any other right provided by law or under this Agreement.
- b) A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.
- c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

15.6 Further Acts and Documents

Each Party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Agreement.

15.7 Consent

A consent required under this Agreement from a Party may not be unreasonably withheld, unless this Agreement expressly provides otherwise.

15.8 No Representation or Reliance

- a) Each Party acknowledges that neither the other Party (nor any person acting on a Party's behalf) has made any representation or other inducement to it to enter into this Agreement except for representations or inducements expressly set out in this Agreement.
- b) Each Party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation or other inducement by or on behalf of the other Party, except for representations or inducements expressly set out in this Agreement.

15.9 Order of Precedence

It is to be noted that any conflicting terms should be read in the following order:

- a) Terms and conditions contained in any Order Form which is accepted in writing by Domingo Psychology;
- b) Schedules associated with the aforementioned signed Order Form (if any); and
- c) These Terms and Conditions.

16. Intellectual Property

- a) All rights, title and interest in and to any derived intellectual property including, without limitation, any copyright, moral right, trade mark (registered or unregistered), design or any other intellectual property right as well as any discovery, invention, secret, process or improvement in procedure made, developed or discovered by Domingo Psychology while performing the Services is, and will remain, vested in Domingo Psychology.
- b) All intellectual property rights that belonged to Domingo Psychology prior to

the commencement of the Services will remain the property of Domingo Psychology.

- c) Domingo Psychology agrees to grant the Client a non-exclusive, world-wide, royalty-free revocable licence to use, reproduce, publish, adapt and exploit the intellectual property referred to in clause 16(a) to the extent necessary to enable the Client to enjoy the full benefit of the Services (provided they have been paid for) and for no other purpose.
- d) The Client warrants that Domingo Psychology's use of marks, logos, literary works (and all other property subject to Intellectual Property Rights) provided to Domingo Psychology by the Client does not infringe the Intellectual Property Rights of any third party.
- e) The Client indemnifies and holds harmless Domingo Psychology against any claim made against Domingo Psychology by a third party alleging that marks, logos, literary works (and all other property subject to Intellectual Property Rights) provided to Domingo Psychology by the Client infringes the copyright or trademarks of that third party.
- f) Domingo Psychology may ask you for testimonials about our Services and/or your consent to publishing your name and any trade mark associated with your business to promote Domingo Psychology's business. You agree to provide such consent in writing if it is reasonable to do so. Such consent will be taken to include a worldwide, royalty-free, non-assignable, revocable licence of your intellectual property rights in any such trade mark. You may revoke this licence by giving Domingo Psychology 30 days' notice in writing by email to zenobiadomingo.com.au

17. Relationship

- a) Domingo Psychology is engaged as an independent contractor.

18. Client's Obligations

- a) The Client must, in requesting and during the Services:
 - i. Ensure that it provides Domingo Psychology's all Client health information reasonably required for Domingo Psychology to assess the merits of providing the Services.

- ii. Read and abide by Domingo Psychology's Community Guidelines, as updated from time to time, for the term of this Agreement.
- iii. If you have purchased a product or service which includes access to any interactive platform, you must not post any comment or content that is defamatory, offensive, discriminatory or otherwise inappropriate, or which might bring me or my products or services into disrepute. You must not use any product or service Domingo Psychology makes available to you to harass, threaten or menace any person or send unsolicited messages. You must not gather personal information or contact information from other participants for marketing or other purposes.
- iv. You must not do anything that is unlawful, commit any breach of another person's privacy or any other legal rights or interfere with any user. You must not tamper with the Website or any online platform Domingo Psychology uses to make products or services available to you or any content (such as by transmitting viruses or other programs).
- v. You warrant that all information you submit to me is true and correct, to the best of your knowledge and information, and that you are the rightful owner of all intellectual property rights in such information.

19. Representations and Warranties

- a) The Client acknowledges and declares that by entering into the Agreement, the Client has relied solely on its own due diligence, inspection, advice, search enquiries, perusal and opinion in relation to the suitability of the Client's Services and has not relied on any promise, representation, guarantee, warranty or undertaking given by or on behalf of Domingo Psychology in respect of the suitability of Domingo Psychology's Services for any use required by the Client and all warranties (if any) implied by law are, to the extent permissible by law expressly waived.
- b) Unless agreed otherwise in writing, the Agreement supersedes any previous

express or implied verbal, written or other communications or representations.

20. Sub-Contracting

Domingo Psychology shall be entitled to sub-contract any work relating to the Agreement without obtaining the consent of or giving notice to the Client.

21. Competition and Consumer Act 2010

- a) If the Client is a Consumer as defined under the ACL ("Consumer"), nothing in these terms and conditions excludes, restricts or modifies your rights or remedies against Domingo Psychology for failure to comply with a guarantee under the ACL, however and subject to section 64A(3) of the ACL, to the extent that the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Domingo Psychology limits its liability for failure to comply with a guarantee under the ACL (other than a guarantee under section 51, 52 or 53 of the ACL) at Domingo Psychology's option to the supplying of the Services again or the payment of the cost of having the Services supplied again.
- b) Domingo Psychology is not liable for any indirect, special, consequential or reasonably foreseeable losses or expenses suffered by the Client or any other person or entity, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other person or entity, except to the extent of any liability imposed by the ACL.
- c) Nothing in this clause is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of services which cannot be lawfully excluded, restricted or modified.

22. Variations and Extensions

- a) At any time during the currency of these terms and conditions, Domingo Psychology may by notice to the Client, vary the Services to be provided to the Client as a consequence of:
 - i. a change in the nature, quality, timing or sequence of portions of the Services at the direction of the Client;

- ii. an increase in the costs to provide the Services which are beyond the control of Domingo Psychology; or
 - iii. additional work is required to perform the Services.
- b) Domingo Psychology will be entitled to an extension of time to provide the Services if:
 - i. the cause of the delay was beyond the reasonable control of Domingo Psychology; and
 - ii. Domingo Psychology gives notice to the Client explaining the reason and duration of the extension required.
- c) Domingo Psychology will be entitled to be paid the Service Fee and any ancillary costs and expenses during any extension under this clause.

23. Electronic Communication

The Client and Domingo Psychology agree that they may communicate with each other electronically, provided that neither Party is responsible to the other for any loss or damages suffered in connection with the use of email as a form of communication.

24. Time to Complete

- a) Domingo Psychology shall complete the Services as soon as reasonably practicable but, in any event, Domingo Psychology shall not be obliged to complete the Services by any particular date unless expressly agreed to in writing by Domingo Psychology. The duration of any delay arising in Domingo Psychology' completion of the Services caused by events not reasonable within its control shall be added to any time state in the Order Form for the completion of the Services. After provision of Services commences, Domingo Psychology reserves the right to invoice the Client for any costs incurred resulting from delays indirectly or directly attributable in whole or in part to the Client in providing the necessary information or decisions required by Domingo Psychology to complete the Services.
- b) The Client will, within a time that does not delay Domingo Psychology in performing the Services, provide all information

necessary for Domingo Psychology to perform the Services.

25. Shipping & Returns

Shipping Fees (if any) for Services are the responsibility of the Client. Orders received are generally dispatched within 24 hours. Orders received after on weekends or public holidays are generally shipped the next business day. Domingo Psychology is not responsible for any delays experienced in processing your order, shipping delays due to carrier issues and does not guarantee a delivery date. Delivery times quoted are approximate and should be used as a guide only. Clients located outside the next day delivery network or in regional Australia should allow an additional 1-3 days for delivery. A signature is required on delivery to a residential or business address. If nominating a business address, please ensure you include the business or company name in the address field. Customers are required to pay a re-delivery fee if parcels are returned to Domingo Psychology due to insufficient delivery address details. If your parcel is being delivered to your home address, you may authorise for it to be left without a signature. Please request this service in the comments box during the checkout process and provide clear instructions on where you would like the parcel left. Domingo Psychology and its freight handling agents will not be held liable for lost or stolen goods. International shipments may be subject to local import taxes, custom duties and fees and these are levied once the shipment reaches the country of destination. These fees are the sole responsibility of the recipient. Domingo Psychology is required by Australian Law to state the contents of shipping and full value of the sale on the outside of the shipment. In the event that something goes wrong with your order please contact us within 48 hours of receiving your order for help. Returns will only be considered for products that are unopened, unused and in the original packaging. If you receive an order with an incorrect product or your order arrives damaged, please take a photo or video when contacting us.

26. Links to Other Websites

Our Services may contain links to third-party Websites or services that are not owned or controlled by Domingo Psychology. This includes our paywall. Domingo Psychology has no control over, and assumes no responsibility for, the content, privacy policies, or practices of

any third-party Websites or services. You further acknowledge and agree that Domingo Psychology shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party Websites or services that you visit.

27. International Users

You understand that Domingo Psychology is located within Australia and Domingo Psychology's content, products and services are informed by my Australian training and experience. Domingo Psychology makes no warranty, guarantee or representation that any content, product or service will be available or suitable for use outside of Australia. You understand that you are fully responsible for compliance with local laws. You agree not to access my content, products or services in any country or in any manner prohibited by local laws.

28. Community Guidelines

Respect for Privacy, Creativity, and IP

You are not allowed to screenshot content posted in the group, share details of group discussions, or plagiarise other members' intellectual property. Doing so is a serious breach of ethics and professional conduct.

Acting with Awareness & Integrity

This group is here to provide a supportive, safe space and encourage members to explore different ways of building their private practice online. Be mindful of the way you interact, offer feedback, or share your thoughts with others.

No Promotion of Business/Marketing Training

If you complete other training and find it useful, feel free to share any insights or tips you picked up along the way, but do not link externally without admin pre-approval. There will be specific opportunities for members to share what they create throughout the Program.

Upholding the Values of Psychology Practice

This group proudly promotes adherence to the principles of ethical, evidence-based practice. Content that does not align with the values of our profession or clearly violates our code of conduct will be removed.

Personal Agency & Responsibility

By joining this group you acknowledge and agree that you and you alone are responsible for the decisions that you make and the actions that you take within your business.

Feedback & Testimonials

Domingo Psychology reserves the right to publicly share comments, feedback, and testimonials related to your experience with Domingo Psychology and Domingo Psychology's programs posted by you in the group.

All Rights Reserved

Domingo Psychology reserves the right to remove members who are in breach of group rules without notice. Domingo Psychology also reserves the right to archive the group with reasonable notice to members.

29. Definitions and Interpretation

29.1 Definitions

In this document:

Agreement means these terms and conditions and the Order Form which comprise the entire agreement between Domingo Psychology and the Client.

Business Day means a day other than a weekend or public holiday at the place where the Services are to be provided.

Client means the client referred to in the Order Form.

Commencement Date means date of commencement of provision of Services by Domingo Psychology to the Client.

Deliverables means the deliverable(s) set out in the Order Form.

Domingo Psychology means Domingo Psychology Pty Ltd ACN 649 032 799 trading as Domingo Psychology, or any of its subsidiaries.

Fee or Fees means the fees and expenses for goods and Services described in the Order Form and otherwise advised on the Website or in writing by Domingo Psychology from time to time.

Force Majeure means a circumstance beyond Domingo Psychology's reasonable control which results in Domingo Psychology being unable to observe or perform on time an obligation under this Agreement. Such circumstances include but are not limited to:

- a) acts of God, lightning strikes, earthquakes, floods, storms, tempest, subsidence, inundation, explosions, fires, epidemic, pandemic and any natural disaster;
- b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution; and
- c) industrial strikes.

GST means the goods and services tax, as defined in "A New Tax System (Goods and Services Tax) Act 1999".

Order Form means an order for any goods and/or Services that the Client has submitted to Domingo Psychology in an online form submitted by the Client on making an appointment or purchasing goods or services on the Website: or other like form used by Domingo Psychology from time to time, signed or submitted by the Client which has been accepted by Domingo Psychology through the Website or in writing.

Party or Parties as the context requires means a party or parties to this Agreement. (Third Party means a party other than the Parties).

Services means the provision of the services (and supply of goods) described in the Order Form and accepted by Domingo Psychology through the Website or in writing.

Website means the Website of Domingo Psychology at www.domingopsychology.com.au

28.2 Interpretation

In this Agreement:

- a) headings are for convenience and unless the context indicates otherwise;
- b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- c) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular,

and a word indicating a gender includes every other gender;

- d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- e) a reference to:
 - i. a party, clause or schedule, is a reference to a party, clause, or schedule to or of this Agreement;
 - ii. a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
 - iii. an agreement includes any undertaking, deed, agreement and legally enforceable arrangement whether in writing or not;
 - iv. a document (including this Agreement) includes a reference to all schedules exhibits attachments and annexures to it and is to that document as varied, novated, ratified or replaced from time to time;
 - v. legislation or to a provision of legislation includes any consolidation, amendment, re-enactment, substitute or replacement of or for it, and refers also to any regulation or statutory instrument issued or delegated legislation made under it;
 - vi. a person includes an individual, the estate of an individual, a corporation, an authority, an unincorporated body, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - vii. a right includes a power, remedy, authority, discretion or benefit;
 - viii. conduct includes an omission, statement or undertaking, whether in writing or not.
- f) the word "includes" in any form is not a word of limitation;
- g) the words "for example" or "such as" when introducing an example do not limit the meaning of the words to which

- the example relates to that example or to examples of a similar kind;
- h) a reference to a day is to a period of time commencing at midnight and ending 24 hours later;
 - i) if a period of time dates from a given day or the day of an act or event it is to be calculated exclusive of that day; and
 - j) all warranties, limitations and exclusions of liability and indemnities are continuing and survive termination or expiry of this Agreement;
 - k) in the event of any inconsistency between the terms of this Agreement, the order of priority will be as per the precedence outlined in clause 15.9; and
 - l) in the event, and to the extent, of any inconsistency or where intended to be a replacement rather than an addition, the most recent Order for Service will prevail over any earlier Order(s) for Service.

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