

Domingo Psychology Website Terms of Use

Zenobia Domingo ABN 86 462 097 165 trading as Domingo Psychology (**Website Owner**) owns and operates this website www.domingopsychology.com.au (**Website**). Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

1 Amendments to Terms of Use

Website Owner reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website including following amendment is election by you to be bound by these terms and conditions (as amended from time to time).

2 Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

You must be over 18 years of age to use this Website and to purchase or use any of our Services.

3 Linked Sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by Website Owner. Website Owner has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

4 No Medical, Personal, Legal, Financial, Accounting or Professional advice

The information we provide on and through this Website is for general information purposes and is not a substitute for any professional or medical attention, treatment, examination, advice or diagnosis. It is not intended to provide a clinical diagnosis nor take the place of proper medical advice from a fully qualified medical practitioner. You are responsible for consulting a medical professional before using any of the information or materials contained on or accessed through our Website, before commencing any new regimes, making alterations to your diet, trying any treatment or taking any course of action that may directly or indirectly affect your health or wellbeing.

In engaging our Services, you acknowledge and agree you are at all times responsible for your own physical and mental health and emotional well-being and that of any underage minor for whom you act as a guardian. We recommend that any pre-existing health condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution for seeking suitable professional or medical attention, treatment, examination, advice or diagnosis.

'**Services**' includes any online materials, including without limitation worksheets, e-books and pdfs, consulting, group chats, webinars, anonymous and live zoom session (or similar) session, programs, products and all goods and services that may be accessed on or through our Website from time to time.

By using this Website you take full responsibility and risk for making any decision based on information on our Website or in using our Services. By using the Website, you hold Domingo Psychology harmless and hereby irrevocably and unconditionally release and waive any claims you may have now or in the future against us and we take no responsibility or liability whatsoever for any loss, damage or injury that may arise from any person acting on any statement or information contained on this Website and all such liabilities are expressly disclaimed.

5 Privacy policy

By using this Website, you consent to the processing of personal information in accordance with Domingo Psychology' Privacy Policy and obligations pursuant to the Australia Privacy Principles.

6 Prohibitions

- (a) You must not misuse this Website. You acknowledge and agree you will not:
- (i) commit or encourage a criminal offense;
 - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - (iv) infringe upon the rights of any other person's proprietary rights;
 - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
 - (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching this provision would constitute a criminal offense and Website Owner will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

7 Intellectual Property, Copyright and Website Content

The intellectual property rights in all software, copyright, trade marks, Domingo Psychology Services and Website content (including photographic images) made available to you on or through this Website remains the property of Website Owner or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Website Owner and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

8 Disclaimer of liability & Limitation of Liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law Website Owner hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) You understand that we cannot and do not guarantee or warrant that electronic files available for downloading from the internet or our Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data.
- (d) You agree that Domingo Psychology is not to be held liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or any services or items obtained through our Website or to your downloading of any material posted on it, or on any Website linked to or from it. The materials on the Website are provided on an "as is" and "as available" basis. Domingo Psychology makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Domingo Psychology does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the Website or otherwise relating to such materials or on any site linked to the Website.
- (e) Our liability is limited to supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.
- (f) It shall be your own responsibility to ensure that any products, Services, or information available through this Website meets your specific, personal requirements. You acknowledge and agree that such information and materials may contain inaccuracies or errors and we expressly exclude our liability for any such inaccuracies or errors to the fullest extent permitted by law.
- (g) This disclaimer does not affect Website Owner's liability which cannot be excluded or limited under applicable law.

9 Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, partnership, alliance, joint venture, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

10 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Website Owner and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Website Owner.

11 Indemnity

You agree to indemnify, defend and hold harmless Website Owner, and where applicable its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

12 Variation

You acknowledge and agree, the Website Owner has the right in its absolute discretion at any time and without notice to amend, remove or vary the Terms of Use and Services or any page of this Website.

13 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

14 Jurisdiction

These Terms of Use and this Website are subject to and governed by the laws of Western Australia and Australia and you must irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Western Australia.

15 Complaints & Comments

We operate a complaints and comments handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments at info@domingopsychology.com.au