

## TERMS AND CONDITIONS

This website (the “Website”) is owned and operated by **Connect Psych Services Pty Ltd** (ABN **32461006954**) (the “Provider”).

The Provider provides behavioural health screening and educational tools and support via the Website and via other means including via telephone and other electronic means (the “Services”).

Any person accessing the Website or Services is referred to as a “User” in these Terms and Conditions.

## ACCEPTANCE

Users are entitled to access and use the Services available through the Website at no cost to the User, pursuant to an arrangement between the Provider and the User’s employer (the “Employer”). Should the terms of the Provider’s arrangement with the Employer change, a User may no longer be able to access the Services, in the Provider’s discretion. Acceptance of these terms and conditions can only be in full. Any attempted alteration of these terms and conditions by the User is not binding on the Provider. If the User does not agree with any of these terms and conditions, the User must not use the Services. The User agrees to be personally bound by these terms and conditions through their use and/or continued use of the Services.

## TECHNICAL REQUIREMENTS

The User must provide and is responsible for all costs of all equipment, software and mobile or internet connectivity required to access the Website and Services.

## ACCOUNT INFORMATION

The User may remain anonymous when using certain elements of the Services, however in order to complete formal programs that form part of the Services the User must create a profile. The Provider may collect a User’s personal information in connection with the creation of a profile and the provision of the Services. Personal Information will be collected and used in accordance with the Providers privacy policy. The User authorises the Provider to access and use its profile information in connection with the provision of the Services and as otherwise permitted as stated in the privacy policy. The User warrants that all information contained in the User’s profile is true and correct.

## SECURITY

The User is responsible for protecting the User's login details. A User who shares their login details with another person is responsible for the actions of the other person in their access and use of the Website. The User must notify the Provider immediately if there is any unauthorised use of the User's profile.

## CHILDREN

The Services offered are not directly intended to be offered or directed towards to a person under 18 years of age under the assumption that the general workforce that is eligible to use this service is over the age of 18. Aligning to Australian Government's policy regarding access to medical treatments which is determined by their maturity and understanding, rather than a specific age threshold, known as "Gillick competence," this principle assesses whether a minor can comprehend the nature and consequences of medical decisions.

Connect Psych Services Practitioners will respect the confidentiality of all patients, including minors as defined by under the Gillick competency model. However, if there is a belief that a minor is at serious risk or unable to manage a health issue independently, they may disclose information to a parent or guardian, even without the minor's consent.

Reference: [Australian Digital Health Agency](#)

## USER CONDUCT

When using the Services, the User is to:

1. conduct their communications in a way that maximises their ability to benefit from the communications (e.g. not be under the influence of drugs or alcohol when using the Services);
2. undertake the initial assessment questionnaire in a way that maximises their ability to benefit from it (e.g. not be under the influence of drugs or alcohol when completing the questionnaire);
3. give their Therapist accurate, relevant and timely information when requested;
4. ensure their profile information is correct and updated as needed.

The User acknowledges that the full benefit of the Services may not be obtained by the User if these requirements are not complied with.

## CONNECT PSYCH SERVICES

The Provider makes available on the Website an initial screening questionnaire. Based on the User's responses to the initial screening questionnaire, the User will be provided with a choice

of 3 therapists which the Provider matching system has calculated 'best fit'. The User chooses the profile of the therapist who best suits them with the system notifying the therapist of a new client. The Therapist then gets in with contact to connect via a series of online choice (telephone, video or live chat) over 5 sessions. A User may be sent online questionnaires in order to assess the effectiveness of the Services and to check on the User's wellness. If the Provider forms the opinion that a User requires assistance beyond the scope of the Services, the User will be invited to contact their General Practitioner or another Medical or Allied Health Professional.

### **The Counsellors and Counsellor Services**

The Platform may be used to connect you with a Counsellor who will provide services to you through the Platform ("Counsellor Services").

We require every therapist providing Counsellor Services on the Platform to be an accredited, trained, and experienced registered psychologist, registered professional counsellor, psychotherapist or a registered mental health social worker. Therapists must have a relevant academic degree in their field, at least 3 years of experience, and have to be qualified and certified by their respective professional board after successfully completing the necessary education, exams, training and practice requirements as applicable. Further, therapists are required to hold PII.

The therapists are Independent Providers who are neither our employees nor agents nor representatives. The Platform's role is limited to enabling the Counselling Services while the Counsellor Services themselves are the responsibility of the Counsellor who provides them. If you feel the Counselling Services provided by the therapist do not fit your needs or expectations, you may change to a different therapist who provides services through the Platform.

While we hope the Counselling Services are beneficial to you, you understand, agree and acknowledge that they may not be the appropriate solution for everyone's needs and that they may not be appropriate for every particular situation and/or may not be a complete substitute for a face-to-face examination and/or care in every particular situation.

The platform is not intended for the provision of clinical diagnosis requiring an in-person evaluation and you should not use it if you need any official documentation or approvals for purposes such as, but not limited to, court-ordered counselling or emotional service certification. It is also not intended for any information regarding which drugs or medical treatment may be appropriate for you, and you should disregard any such advice if delivered through the platform.

Do not disregard, avoid, or delay in obtaining in-person care from your doctor or other qualified professional because of information or advice you received through the platform.

### **EMERGENCY SITUATIONS**

**A User who is feeling suicidal or needs to talk to someone should phone 000 or Lifeline Australia on 13 11 14 or the relevant suicide hotline for the User's country if outside Australia.**

**If you are thinking about suicide or if you are considering harming yourself or others or if you feel that any other person may be in any danger or if you have any medical emergency, you must immediately call 000 to seek immediate in person assistance. the platform is not designed for use in any of the aforementioned cases and the counsellors cannot provide the assistance required in any of the aforementioned cases.**

The User agrees that the Services are not appropriate if:

1. they are experiencing an emotional or similar crisis;
2. their or another person's personal safety is at risk;
3. they require urgent medical treatment; and/or
4. any doubt exists regarding the selection or appropriateness of any of the Services.

**If any one or more of these situations apply, the User must seek immediate medical advice from an appropriately qualified healthcare professional.**

#### RESTRICTIONS ON USE

A User must not do any one or more of the following:

1. use the Services for non-personal or commercial use;
2. copy, reproduce, store, transmit, publish, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise create derivate works from any part of the Website or its content;
3. cause the Website, in part or in whole, to be framed or embedded in another website;
4. commercialise any content, products or services on the Website; and/or
5. distribute any portion of the Website to any third-party or make the Website available to any third-party in any way other than in a manner specifically authorised under these terms and conditions.

#### INTELLECTUAL PROPERTY RIGHTS

All right, title, and interest in and to the intellectual property subsisting in the Website and the Services (as between the Provider and the User) remains with the Provider or its licensors. No right or licence to reproduce or otherwise use such intellectual property is granted to the User by these terms and conditions.

## USER PROVIDED CONTENT

The Website may contain information or material which is posted by a User (“User Provided Content”). For all User Provided Content, the Provider is a publisher only and is not responsible for the content, accuracy or completeness of this information.

A User who submits User Provided Content to the Website:

1. agrees that the content will be treated by the Provider as being confidential;
2. grants to the Provider a perpetual and irrevocable licence to use, the User Provided Content in a manner that would not identify the user;
3. promises that their User Provided Content is owned by them or they have authorisation from the owner to submit that content; and/or
4. must not submit any User Provided Content that is fraudulent, abusive, illegal, obscene, indecent, defamatory, incites racial or ethnic hatred, violates the rights of others or is in any other way objectionable (and agrees that any material determined by the Provider to be in breach of this condition may be removed from the Website by the Provider).

The Provider will de-identify all User Provided Content prior to use or publishing.

## TRADE MARKS

Users must not use any Provider trademarks without the prior written approval of the Provider.

## LINKS

Links provided to other websites are provided for convenience only. The Provider does not endorse or have control over the content of those websites.

## AMENDMENT

The Provider reserves the right, at its sole discretion, to modify or replace any part of these terms and conditions. The Provider will use its best endeavours to notify the User via the User’s email address when these terms and conditions are modified or replaced. It is the User’s responsibility to check the Website for changes to these terms and conditions. If the User accesses the Website and uses the Services after a notified change to these terms and conditions, it will be deemed to be accepted. The Provider may offer new features, functionality or services through the Website. Such new features, functionality and services, if offered, are offered subject to these terms and conditions.

## FAIR USE POLICY

### 31.1 Scope of Fair Use

This Fair Use Policy ("Policy") is intended to provide reasonable guidelines for the Client's usage of the Service Provider's services under the unlimited service model. The Policy aims to ensure that all clients benefit from reliable, efficient services, and that no single client's usage negatively impacts service quality for others.

### 31.2 Unlimited Service Access

The Client's employees are granted unlimited access to the Service Provider's resources, features, and support as agreed between the client's employer and Connect Psych Services, subject to this Policy. "Unlimited" refers to reasonable usage based on typical use cases expected of a client of similar size, scope, and industry.

### 31.3 Reasonable Usage Expectations

The Service Provider defines reasonable usage as levels of access and engagement aligned with the standard operational needs of an employee in the Client's industry. Usage should not exceed typical patterns observed across similarly structured clients within comparable industries. If usage deviates significantly from these norms, the Service Provider may review the Client's account to determine if additional charges or limitations are necessary to maintain service integrity for all clients.

#### (a) Examples of Excessive or Misuse

Excessive or unreasonable use includes, but is not limited to:

- Automated or continuous usage patterns that exceed typical human interaction levels.
- Sharing of employee access with non-authorized users or parties outside of the Client's organisation.
- Utilisation of the service in ways that strain service resources disproportionately, such as repeated access requests that exceed normal business demands.

### 31.4 Service Provider Rights in Case of Excessive Use

In the event of excessive or unreasonable usage, the Service Provider will notify the Client and work collaboratively to understand and address the issue. The Service Provider reserves the right to:

- Request modifications to usage patterns.
- Introduce additional controls or limits to manage usage effectively.
- Suspend or Temporarily suspend access to the service and seek to realign usage patterns
- Adjust pricing with the Client's Employer to reflect the usage impact, subject to prior written notice and agreement.

### 31.5 Policy Enforcement and Cooperation

The Client agrees to cooperate fully with the Service Provider in maintaining fair and

reasonable usage of the services. Both parties shall work together to address any usage issues, keeping in mind the quality of service for all users and the Client's ongoing needs.

### 31.6 Modification of Policy

The Service Provider reserves the right to modify this Fair Use Policy as needed to reflect evolving usage trends and service demands, with at least 30 days' prior written notice to the Client. Modifications will be made in good faith and with the intention of upholding fair access and service quality for all clients.

## TERMINATION

The Provider may terminate or suspend the User's account at any time without notice if:

1. the User is in breach of these terms and conditions;
2. the User is behaving in an aggressive, hostile or inappropriate manner towards an Uprise Coach;
3. the User's employment is terminated; or
4. the Provider reasonably believes that the User is using the Website or the Services in bad faith.

Upon termination by the Provider:

1. the User will not be able to use the Services;
2. the User's profile will be deactivated from the Website; and
3. the User's stored data will be dealt with in accordance with the Privacy Policy and applicable laws.

A User may withdraw or terminate participation in the Services at any time by providing written notification to the Provider. The Provider may contact the User after withdrawal or termination to conduct an exit interview and/or provide referrals, if deemed appropriate in the circumstances. Subject to the determination of any relevant professional body or otherwise in accordance with standard industry practice, the Provider will make available to the User a copy of the User's stored clinical data, if requested by the User within 90 days of termination or withdrawal. These terms and conditions survive termination, and continue in full force and effect, except for any terms that by their nature expire or are fully satisfied.

## LIMITATION OF LIABILITY

The Provider does not exclude any rights and remedies in respect of goods or services under the Competition and Consumer Act (Cth) which cannot be excluded, restricted or modified. However, the Provider does exclude all other rights, remedies, conditions, and warranties in respect of goods and services (including the Services) and the Website which may be excluded under law, custom or statute.

To the maximum extent permitted by law, the Provider's liability in respect of any goods or services purchased from or provided through the Website which cannot be excluded is limited to the lesser of:

1. the replacement of any goods or services purchased; and
2. a refund of the price paid to the Provider for that good or service (provided that where the price is paid by an Employer the Employer will be entitled to any such refund).

The Provider will not be liable for any indirect, incidental, special, punitive and/or consequential damages, loss of profits and/or income, loss of data. Loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access the Website and Services, even if the Provider has been advised of such damages or losses.

#### DISCLAIMER

The Website and Services are provided as-is and as-available. The Provider makes no warranties of any kind, express or implied, about the Website or the Services. The Provider is not liable to a User or any other person in respect of any interference with or damage to a computer system or any other device which occurs in connection with the use of the Website or the Services. The Provider reserves the right to modify, suspend, or terminate the operation of or access to the Website, the Services, or any portion of the Website or Services, and to interrupt the operation of the Website or Services or any portion of the Website or Services, as necessary to perform maintenance at any time, for any reason and without notice.

#### INDEMNITY

Each User indemnifies the Provider, its related bodies corporate, subsidiaries, licensees and assigns, and their respective officers, agents, partners and employees in respect of any claims, loss, damage, or costs (including legal costs on a full indemnity basis) arising from or in connection with:

1. any breach or alleged breach by a User of these Terms and Conditions;
2. the User's use of the Website and the Services; and
3. any violation by a User of any law or the rights of any third party.

#### WAIVER

The Provider's failure to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of those rights.

#### ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the User and the Provider regarding the User's use of the Website and the Services, superseding any prior agreements between the User and the Provider relating to the User's use of the Website and Services.

#### APPLICABLE LAW AND JURISDICTION

These terms and conditions are governed by and construed in accordance with the laws applicable in Victoria, Australia. Both parties agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

Last Updated: June 2024