

Every Step Therapy Support Pty Ltd

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.playtherapywithjodie.com.au (**Website**). The Website provides you with an opportunity to browse and access Eproducts (**Eproducts**) and event tickets (**Event Tickets**) from time to time that have been made available through the Website, as well as an opportunity to browse and purchase various products that have been listed for sale through the Website (**Products**). The Website additionally offers you the opportunity to browse Every Step Therapy Support services (**Services**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- 1.2. The Website is operated by Every Step Therapy Support Pty Ltd (ACN: 637 533 254). Access to and use of the Website, or any of its associated Purchase Services, is provided by Every Step Therapy Support. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Purchase Services, immediately.
- 1.3. Every Step Therapy Support reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Every Step Therapy Support updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Registration to use the Purchase Services

- 3.1. In order to access the Purchase Services, you may be required to register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including (but not limited to):
 - (a) Name
 - (b) E-mail Address
 - (c) Password

- (d) Abn
- (e) Address
- 3.2. You warrant that any information you give to Every Step Therapy Support in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. Where applicable, once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- 3.4. You may not use the Purchase Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with Every Step Therapy Support; or
 - (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
- 4.2. You will use the Purchase Services only for purposes that are permitted by:
 - (a) the Terms;
 - (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Every Step Therapy Support of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Every Step Therapy Support providing the Purchase Services;
 - (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means

for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Every Step Therapy Support for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

5. Purchase of Services and Returns Policy

- 5.1. In using the Purchase Services to purchase the Products through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (**Purchase Price**).
- 5.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**).
- 5.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.4. Following payment of the Purchase Price being confirmed by Every Step Therapy Support, you will be issued with a receipt to confirm that the payment has been received and Every Step Therapy Support may record your purchase details for future use.
- 5.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- 5.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST inclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, inclusive amounts. Where the services are provided outside Australia, GST is inapplicable.
- 5.7. Every Step Therapy Support may, at its sole discretion, provide a refund on the return of the Products within 7 days where the Product does not meet your requirements. You acknowledge and agree that you are liable for any administration costs associated with any refund pursuant to this clause. Please e-mail hello@everysteptherapysupport.com.au to organise a refund.
- 5.8. Every Step Therapy Support reserves the right to accept or reject your order for any reason, including if the requested Product is not available

6. Delivery – Eproducts

- 6.1. Eproducts are delivered as links to download sent via email following purchase. Should you not receive the email within 30 minutes of purchase please first check your spam folder and then contact hello@everysteptherapysupport.com.au.
- 6.2. Every Step Therapy Support will endeavour to respond to you as a priority and will not be liable for any issues concerning your e-mail account and inability to receive the Eproduct

7. Refunds and Returns

- 7.1. Every Step Therapy Support does not provide refunds for Eproducts. Please keep this in mind when making a purchase.
- 7.2. Every Step Therapy Support wants you to be satisfied with your Product. If you have any issues with Every Step Therapy Support Products, please e-mail hello@everysteptherapysupport.com.au.
- 7.3. If you have received the incorrect item Every Step Therapy Support will provide a refund on the return of the Product. To request a refund and organize a return please e-mail hello@everysteptherapysupport.com.au with your proof of purchase and photographs of the Product you have received within 5 business days of receiving the Product. The returned Product must be unopened, and its original saleable condition. You are liable for all shipping costs incurred when returning the Product back to Every Step Therapy Support.
- 7.4. Every Step Therapy Support does not provide refunds for change of mind.
- 7.5. Every Step Therapy Support does not provide refunds for sale items, for any reason.
- 7.6. Refunds will not be given for late delivery outside the stipulated delivery time frames provided on the Website or by the Delivery Service Providers.
- 7.7. In the following situations, no refund or return will be available:
 - a. Denied acceptance of delivery by receiver;
 - b. Inaccurate delivery address;
 - c. Absent receiver - If a receiver is not home and a calling card is left at the address by the Delivery Service Provider, it is the receiver's responsibility to contact the Delivery Service Provider to arrange appropriate delivery. If the parcel remains undeliverable due to no contact from the receiver, it will be returned to Every Step Therapy Support for a return fee charged to the initial payment method.

8. Shipping and Product Delivery

- 8.1. All shipping and delivery dates are estimates, and any delivery date provided to you by Every Step Therapy Support is not guaranteed. In addition, weather delays and other unforeseen

circumstances may impact delivery time. Every Step Therapy Support will strive to meet the requirements of your anticipated delivery date. However, Every Step Therapy Support will not be liable for any losses you suffer due to a delay.

- 8.2. You acknowledge that the Purchase Services offered by Every Step Therapy Support integrate delivery through the use of third party delivery companies (**Delivery Service Providers**).
- 8.3. In providing the Purchase Services, Every Step Therapy Support may provide you with a variety of delivery options offered as part of the Delivery Purchase Services by the Delivery Service Providers. You acknowledge and agree that Every Step Therapy Support is not the provider of these options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Purchase Services.
- 8.4. Every Step Therapy Support currently ships domestically across Australia and to limited locations internationally, by the relevant Delivery Service Providers. If permitted by the Delivery Service Providers, Every Step Therapy Support can ship to both commercial and domestic addresses and you can have your order shipped to a P.O box.
- 8.5. In the event that an item is lost or damaged in the course of the Delivery Purchase Services, Every Step Therapy Support asks that you:
 - (a) contact the Delivery Service Provider directly to request a refund; and
 - (b) contact us by sending an email to hello@everysteptherapysupport.com.au outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

9. Use of Products

- 9.1. By purchasing a Product from Every Step Therapy Support, you agree to carefully read and follow the instructions of use included with each product.
- 9.2. If you gift a Product, you will ensure that the recipient of the gift receives the instructions for use included with each Product, where applicable.

10. Warranty for Products

- 10.1. Every Step Therapy Support's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (**Warranty**). A major failure with a product under Australian Consumer Law includes but is not limited to, where the product is significantly different from the description shown to you, or the goods are unsafe or unfit for their normal purpose.
- 10.2. If you have received a Product that you believe is faulty or defective, please contact hello@everysteptherapysupport.com.au with photographic proof

11. Events

- 11.1. Where applicable, Every Step Therapy Support may require bookings for events to be made via the third party ticketing platform provided (**Ticketing Platform**).
- 11.2. Every Step Therapy Support requires all bookings for events to be made via the third party ticketing platform provided (**Ticketing Platform**).
- 11.3. If you choose to create an account with the Ticketing Platform, you acknowledge and agree to be bound by the terms and conditions of use, privacy policy and other relevant legal documentation provided by the Ticketing Platform.
- 11.4. If an event is cancelled or rescheduled before the scheduled start date and time, for any reason whatsoever, refunds may be issued. Every Step Therapy Support will communicate with ticket holders directly, or via the Ticketing Platform. Event tickets are not refundable in any other circumstances.
- 11.5. Every Step Therapy Support will not be liable for any loss or damage arising from any cancellation, rescheduling or alteration of an event.
- 11.6. Tickets may be transferred to another individual. To do this you must advise Every Step Therapy Support of the transfer in writing by email to hello@everysteptherapysupport.com.au.
- 11.7. If at Every Step Therapy Support's sole discretion, Every Step Therapy Support forms the opinion that it is unable to provide an event in person due to a pandemic, the event will be converted to an online format.
- 11.8. No refund will be available to you should the event be held online due to a pandemic.

12. Warranty

- 12.1. Every Step Therapy Support will use its best efforts and take all reasonable steps to help you achieve the desired results. However, Every Step Therapy Support makes no warranty that the Purchase Services will meet your requirements or that all clients will achieve the same results.
- 12.2. The Purchase Services comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Purchase Services, you are entitled to cancel your contract with Every Step Therapy Support, and are entitled to a refund for the unused portion where applicable. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

13. Disclaimer

- 13.1. You are solely responsible for creating and implementing Your own physical, emotional well-being decisions, choices, actions and results arising out of or resulting from the Purchase Services and interactions with Every Step Therapy Support. As such, You agree that Every Step Therapy Support is not and will not be liable or responsible for any actions or inaction, including effects on your personal life or career, or for any direct or indirect result of any Purchase Services provided by Every Step Therapy Support.
- 13.2. You understand that the Purchase Services, and any information You receive through Your involvement in the Purchase Services, or through any materials and documents provided to You are not a substitute for psychological, professional or medical advice. Every Step Therapy Support recommends You seek independent tailored advice before relying on any information, tools, case examples, or guidance provided through the Purchase Services. Every Step Therapy Support will not be liable in any way for Your use of, or reliance upon, the information or advice provided to You.
- 13.3. Any information provided to you by Every Step Therapy Support regarding the use of any Product is for educational purposes only. It is your sole responsibility to determine the appropriateness of the Products for any particular use or purpose.
- 13.4. Every Step Therapy Support makes no representation, warranty, expressed or implied as to the effect, benefit, or use of the Products and takes no responsibility for any results obtained when using the Products

14. Information Disclaimer

- 14.1. Any information, advice, content or documentation provided on the Website, through the Purchase Services, Eproducts, blog, social media accounts, or on any other related platform do not constitute professional, medical or other advice, and are provided for general information and guidance purposes only.
- 14.2. All care is taken in the preparation of the information and published materials on the Website, through the Purchase Services, Eproducts, blog, social media accounts, or on any other related platform. Every Step Therapy Support does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 14.3. To the extent permissible by law, Every Step Therapy Support will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs that might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website,

through the Purchase Services, Eproducts, blog, social media accounts or on any other related platform.

15. Copyright and Intellectual Property

- 15.1. The Website, the Purchase Services and all of the related products of Every Step Therapy Support are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Purchase Services are owned or controlled for these purposes, and are reserved by Every Step Therapy Support or its contributors.
- 15.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Every Step Therapy Support, which grants to you a worldwide, non-exclusive, royalty-free, revocable license to:
 - (c) use the Website pursuant to the Terms;
 - (d) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (e) print pages from the Website for your own personal and non-commercial use.
- 15.3. Every Step Therapy Support does not grant you any other rights whatsoever in relation to the Website or the Purchase Services. All other rights are expressly reserved by Every Step Therapy Support.
- 15.4. Every Step Therapy Support retains all rights, title and interest in and to the Website and all related Purchase Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 15.5. You may not, without the prior written permission of Every Step Therapy Support and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Purchase Services or third party services for any purpose, unless otherwise provided by these Terms.

This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

16. Privacy

Every Step Therapy Support takes your privacy seriously and any information provided through your use of the Website and/or Purchase Services are subject to Every Step Therapy Support's Privacy Policy, which is available on the Website.

17. General Disclaimer

- 17.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 17.2. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Every Step Therapy Support will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 17.3. Use of the Website and the Purchase Services is at your own risk. Everything on the Website and the Purchase Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Every Step Therapy Support make any express or implied representation or warranty about the Purchase Services or any Products or Purchase Services (including the Products or Purchase Services of Every Step Therapy Support) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Services, or any of its related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products of Every Step Therapy Support; and
- (d) the Services or operation in respect to links which are provided for your convenience.

18. Third Party Services

The Purchase Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials (**Third-Party Services**). Every Step Therapy Support does not control any Third-Party Services. Every Step Therapy Support additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and Every Step Therapy Support will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal Agreements that apply to these Third-Party Services.

19. Limitation of liability

- 19.1. Every Step Therapy Support's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you
- 19.2. You expressly understand and agree that Every Step Therapy Support, its affiliates, employees, agents, contributors and licensors will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

20. User Generated Content

- 20.1. If you choose to contribute any content to the Website or any other platform operated by Every Step Therapy Support, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).

- 20.2. By contributing content to the Website, you grant Every Step Therapy Support a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Every Step Therapy Support.
- 20.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree Every Step Therapy Support can use that information with Your Content for advertising and promotional purposes, or any other business purpose.
- 20.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Every Step Therapy Support social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Every Step Therapy Support. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- 20.5. Please ensure you keep your own copies of Your Content as Every Step Therapy Support may not archive, store or back-up Your Content nor continue to make Your Content accessible online.
- 20.6. Every Step Therapy Support will endeavour to provide you with an appropriate credit when using Your Content on Every Step Therapy Support platforms, though you understand and agree this may not always be possible.
- 20.7. Every Step Therapy Support reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

21. Mailing List Registration

- 21.1. You may be given the option to register for the Every Step Therapy Support Mailing List **(Mailing List)**.
- 21.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Email address
 - (b) Name
 - (c) Phone Number

- 21.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Every Step Therapy Support.

22. Indemnity

- 22.1. You agree to indemnify Every Step Therapy Support, its affiliates, employees, agents, contributors, third party content providers and licensors from and against.
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

23. Venue and Jurisdiction

The Purchase Services offered by Every Step Therapy Support are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute will be in the courts of South Australia, Australia.

24. Governing Law

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of South Australia, Australia.

25. Independent Legal Advice

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

26. Severance

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the rest of the Terms will remain in force.