# WEBSITE TERMS OF USE

Welcome to our website. This website with URL address www.melanieweeks.com.au is owned and operated by Melanie Weeks Occupational Therapy,  ABN 97930347965.

The terms' us' or 'our' or 'we' refers to Melanie Weeks Occupational Therapy, the owner of the website, whose registered office is in Victoria, Australia. The term 'you' or 'your' refers to the website user.

Melanie Weeks Occupational Therapy is a business that provides the following services and products:

- Occupational Therapy assessments
- Occupational Therapy interventions
- Occupational Therapy reports
- And the booking of Occupational Therapy services

Please read these Terms and Conditions carefully, as together with our Privacy policy it sets out your important rights and obligations in relation to:

1. the use of this website
2. all services and products provided through this website.

Should you not agree with any of these terms and conditions, please do not use our website.

## 1. Your use of this website is subject to the following terms and conditions:

1.1. When you visit this website and use our services or purchase our products, you agree that you have read these Terms and all related documents and that you are willing to be bound by them.

1.2. The content of this website is for your general information and use only. It is subject to change without prior notice.

## 2. Variation

2.1. We may update our terms and conditions from time to time, and the new provisions will apply from the date they are updated.

## 3. Disclaimer (General)

3.1. Whilst every care is taken, Melanie Weeks Occupational Therapy does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

3.2. The information available through this website site is provided for informational purposes only.

3.3. You are solely responsible for any results you obtain as a result of using the information on this website.

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3.4. You acknowledge and agree that no information contained on this website in any way constitutes health advice or advice of any other regulated industry or creates a warranty of any kind with respect to this website.

3.5. This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of this website or the services found on this website.

## 4. Copyright, trademarks and other intellectual property

4.1. Melanie Weeks Occupational Therapy owns the intellectual property rights in all of the content of this website or has permission to use or display the material on this website.

4.2. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.

4.3. Please email melanie@melanieweeks.com.au if you require permission to reproduce any of the contents of this website.

4.4. Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright.

4.5. You must seek permission from the third party before using any of their content. The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.

## 5. Personal use only

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5.2. Sharing any intellectual property or copyright material from this website for commercial use of any sort without permission is expressly prohibited.

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5.4. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or our intellectual property.

## 6. No unlawful or prohibited use

6.1. As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions.

6.2. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website.

6.3. You agree not to hack into areas of this website that are not intentionally made available to you.

6.4. You expressly agree not to:

6.4.1. engage in any internal or external spamming, or other similar actions

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6.4.2. engage in any unlawful or immoral acts, or acts that are in violation of these terms and conditions

6.4.3. decompile, reverse engineer, or try to copy or imitate this website or underlying content

6.4.4. use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus or other malicious computer software.

6.4.5. use data collected from the website for any direct marketing activity (including without limitation, email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing).

6.4.6. use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.

6.5. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

## 7. Copyright infringement

7.1. If you believe that there is material on our website that infringes third party intellectual property rights, please email melanie@melanieweeks.com.au with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from the Melanie Weeks Occupational Therapy website if appropriate.

## 8. Cookies

8.1. This website uses cookies to monitor browsing preferences.

8.2. By using our website or by agreeing to these Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

## 9. Third-party links

9.1. This website may also, on occasion, include links to other websites which are not controlled by us.

9.2. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.

9.3. Third-party links on our website do not signify that we recommend or endorse the websites.

9.4. We have no control over the nature, content and availability of those websites.

## 10. Website security

10.1. Melanie Weeks Occupational Therapy makes every effort to maintain the security of the Melanie Weeks Occupational Therapy website, including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information, the integrity of the website and conduct our business. However, we do not guarantee the security of the website, our records, or your content.

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10.2. Melanie Weeks Occupational Therapy disclaims all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.

10.3. The Melanie Weeks Occupational Therapy website is managed by third-party services; therefore, the website may be inaccessible from time to time.

## 11. Limitation of Liability

11.1. Melanie Weeks Occupational Therapy will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.

11.2. Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

11.3. This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

## 12. Indemnity

12.1. You agree to indemnify and defend Melanie Weeks Occupational Therapy from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

12.1.1. your unauthorised use of this website or products or services included or advertised on this website

12.1.2. your breach of these Terms of Use.

## 13. Applicable law

13.1. This agreement is governed by the laws of the State of Victoria and you consent to the exclusive jurisdiction and venue of courts within the State of Victoria , in all disputes arising out of or relating to the use of this website.

13.2. You may provide notice to us through the contact us page or otherwise by email addressed melanie@melanieweeks.com.au

13.3. Melanie Weeks Occupational Therapy may provide notice to you via email or other electronic means.

13.4. Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

## 14. Relationship

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14.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Melanie Weeks Occupational Therapy as a result of this agreement or use of this website.

## 15. Validity

15.1. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

15.2. These terms and conditions, together with our Privacy Policy form the entire agreement between you and Melanie Weeks Occupational Therapy.

## 16. Feedback, comments or complaints

16.1. If you have any questions, please email melanie@melanieweeks.com.au . We endeavour to respond to all inquiries within three business days.

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