

## Terms of Service

Effective as of 26/08/2020

IF YOU ARE THINKING ABOUT SUICIDE, FEEL THAT YOU MAY BE A DANGER TO YOURSELF OR TO OTHERS, OR IF YOU OTHERWISE HAVE ANY MEDICAL EMERGENCY, PLEASE IMMEDIATELY CALL 000 AND NOTIFY THE POLICE OR EMERGENCY MEDICAL SERVICES.

OUR SERVICE IS NOT DESIGNED FOR USE IN ANY OF THE AFOREMENTIONED CASES AND THE PEER MENTORS CANNOT PROVIDE THE ASSISTANCE REQUIRED IN ANY OF THE AFOREMENTIONED CASES.

THE SERVICE IS NOT INTENDED FOR THE PROVISION OF CLINICAL DIAGNOSIS AND YOU SHOULD NOT USE IT IF YOU NEED ANY OFFICIAL DOCUMENTATION OR APPROVALS FOR PURPOSES SUCH AS, BUT NOT LIMITED TO, COURT-ORDERED COUNSELING. IT IS ALSO NOT INTENDED FOR ANY INFORMATION REGARDING WHICH 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 OUR SERVICE.

### Introduction

Please read these Terms of Service (these "Terms") carefully as they contain important information regarding your legal rights, remedies, and obligations. These include various limitations and exclusions, and a dispute resolution clause that governs how disputes will be resolved. These Terms should be read together with, and incorporate our Privacy Policy and your Service Agreement.

A Path To Follow ("APTF") is owned and operated by Kirstie Edwards (Sole Trader). "APTF", ("we", "us", "our") provides face to face and online services, a website located at [www.apathtofollow.com.au](http://www.apathtofollow.com.au) (the "site") and social media platforms of FB, Link'd In and Insta (collectively, the site and all services made available through face to face interaction and/or Site, are referred to as (the "Service"), subject to the terms and conditions set forth in our Terms of Service Agreement and Privacy Policy.

By accessing any service of APTF, you signify you have read, understand, and agree to be bound by these Terms regardless of whether or not you are a registered user or a volunteer of APTF. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms at any time without further notice. If we do this, we will post the changes to these Terms on this page and will indicate at the top of this page the effective date of the revised Terms. Your continued use of our services, including the website and related social platforms, after any such changes constitutes your acceptance of the new Terms. If you do not agree to abide by these or any future terms, do not access or continue to use our services, including those made available on our websites and/or social media platforms. It is your responsibility to regularly check these Terms and to review any changes.



Any persons under the age of 18 must have the consent of a parent or carer for the Services. We may terminate your account if we find that you are younger than the minimum age specified above, without parental consent. We may at any time request additional information to confirm your age.

BY USING OR OTHERWISE ACCESSING THE SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU MAY NOT USE OR OTHERWISE ACCESS THE SERVICES.

### **Using Our Services**

Don't misuse or abuse our Services. Don't interfere with our Services or try to access them in a way other than what we provide. You can use our Services only as permitted by law. We may suspend, ban, or stop providing our Services to you if you do not follow our policies or terms of service or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you may access. You may not use content from our Services unless you have obtained permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos from our Services without written consent from APTF. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services may display some content that does not belong to us. This content is the sole responsibility of the individual who makes it available. We may review content to determine whether it is illegal or violates any of our policies, and we will remove or refuse to display content that we believe violates our policies or the law. We do not necessarily review all content, do not assume that we do.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

### **Disclaimer of Warranty**

The Service is provided for informational purposes only. It is not, and is not intended as, a substitute for qualified professional advice, guidance, counselling, rehabilitation or treatment. Always seek the advice of a qualified health care professional for medical or health related issues.

IN CASE OF A MEDICAL EMERGENCY, CONTACT 000, YOUR LOCAL MEDICAL EMERGENCY DISPATCH CENTER IMMEDIATELY.

You acknowledge and agree that the Services constitute, primarily, a peer support Service(s) to help you to support your own mental health and wellbeing, and that if you choose to utilise the Services you are solely responsible for deciding which of the suggested techniques you put into practice and how to apply those techniques. As such, you acknowledge that APTF is not a health care provider and does not provide you with any medical advice.



Any advice or other materials provided through the Services are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical advice based on your personal circumstances. Such advice and other materials are intended to support the relationship between you and your healthcare providers (as the case may be), and not replace it. We are not liable or responsible for any actions taken due to your having read or been told about such advice or other materials. In particular, to the fullest extent permitted by law, we give no representation or warranties about the accuracy, completeness, or suitability for any purpose of the advice or other materials and information published on or through the Services.

If you receive advice from a doctor or other qualified medical professional which conflicts with anything contained in the Services then the former should take precedence. Never disregard professional medical advice or delay in seeking it because of something you have read or been told through these Services. If you think you may have a medical emergency, call your doctor or 000 (or the relevant emergency services telephone number) immediately.

### **Limitation of Liability**

Information available through APTF, including information and advice provided by Peer Mentors is not, and must not be construed as, professional advice or a service provided by APTF. You should always consult with a relevant qualified professional familiar with your particular circumstances for advice concerning your specific needs before making any decision.

You release APTF and our volunteers (the “released parties”) from any and all liability in connection with your use of the Services and promise not to sue the released parties for any claims, actions, injury, damage or loss associated with such use.

You indemnify APTF and its volunteers of all damages, losses and costs (including but not limited to our reasonable legal fees) relating to all third party claims, proceedings and investigations arising from your use of the Service and any breach by you of these Terms.

You understand, agree and acknowledge that we shall not be liable to you or to any third party for any indirect, incidental, consequential, special, punitive or exemplary damages.

If the applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law.

This section (limitation of liability) shall survive the termination or expiration of this Agreement.

### **Privacy and Security**

Protecting and safeguarding any information you provide is of the highest importance to us. The Service’s Privacy Policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services you agree to these Terms and Privacy Policy.



### **Using the Service and Restrictions**

Subject to these Terms, you may use the Service, exclusively for your private and personal purposes. While using the Service, you must refrain from:

Breaching the Terms or any other applicable rules and instructions that we may convey with respect to the use of the Service;

Engaging in any activity that constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, spam and copyright;

Interfering with, burdening or disrupting the functionality of the Service;

Breaching the security of the Service or identifying any security vulnerabilities in it;

Displaying the Service or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Service, independently from the manner on which they originally appear or are made available through the Service;

Impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity;

Collecting, harvesting, obtaining or processing personal information of or about other users of the Service.

Without derogating from any of the above, you may not post, disseminate, transmit or otherwise communicate through the Service any Content which:

May infringe rights of others, including a person's right to privacy or right of publicity, patents, copyrights, trade secrets, trademarks;

May depict or identify minors, their personal details, their address or ways to contact them, without their legal guardian's explicit consent, as well as such minors' approval, when practically possible;

May include software viruses, spyware or any other malicious applications;

May encourage, support, assist, or advise in the commission of a criminal offense or carry an elevated risk of psychological or physiological stress or injury or damage to property;

May, through posting, publication, dissemination, or making available to the public, be prohibited by any applicable law, including court orders;



May be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable (with the understanding that reasonable use of relevant medical content is acceptable); and

May include unsolicited commercial communications ('spam'), chain letters, or pyramid schemes.

### **Peer Mentor Services**

You acknowledge and agree that Peer Mentors are neither employees nor agents nor representatives of APTF, and APTF assumes no responsibility for any act or omission of any such Peer Mentor.

You understand and agree that, although a mental or medical health professional, physician, attorney or other professional may have been accessed through a APTF referral or recommendation, APTF cannot predict or assess the competence of, or appropriateness for your needs, of the professional or other Peer Mentor. You also acknowledge and agree that you take full responsibility for the decision to access a Peer Mentor through the Site and to continue to interact with the Peer Mentor, and that the role of APTF is limited to providing access to such Peer Mentors for your consideration.

APTF makes no warranty to (a) the accuracy or availability of our Sites, (b) the willingness or ability of the Peer Mentor to listen, (c) the willingness or ability of any Peer Mentor to communicate, (d) whether the user shall find an Peer Mentor useful or satisfactory, (e) whether the user shall find an Peer Mentor relevant, useful, accurate or satisfactory, (f) whether the listening of the Peer Mentor will be helpful, (g) whether questions are answered accurately, or (h) whether the advice will otherwise be suitable to the users' needs.

APTF does take steps to provide best practice peer support. It does this via:

- verifying the skills, qualifications, credentials & background of all Peer Mentors
- the provision of customised training
- peer mentor group sessions
- one to one supervision
- Service Agreement Reviews with mentors and clients

While we do try to provide best practice, you acknowledge that we do not represent to guarantee the skills, degrees, qualifications, licensure, certification, credentials, competence or background of any Peer Mentor.

APTF DOES NOT WARRANT THE VALIDITY, ACCURACY, OR AVAILABILITY OF ANY CONTENT OR ADVICE PROVIDED BY PEER MENTORS AND APTF WILL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY USER DUE TO RELIANCE ON ANY SUCH INFORMATION OR ADVICE.



### **Peer Mentor Conduct**

Prior to becoming a Peer Mentor, all aspiring Peer Mentors must successfully complete all components of the Peer Mentor Training Course. APTF reserves the right to approve, disapprove or terminate any Peer Mentor, regardless of whether they have successfully completed the Training Course or not at any point. Upon being registered as a Peer Mentor, Peer Mentors agree to the Code of Conduct and terms set throughout this Terms and Services. The Code of Conduct is emailed to Peer Mentors through the email they have supplied. If you have misplaced, deleted or did not receive the Code of Conduct, please email us at [kirstie@apathtofollow.com.au](mailto:kirstie@apathtofollow.com.au) to request another copy. Service Users can view a generic copy of our Youth Mentoring Code of Conduct on request.

IF AN PEER MENTOR DECIDES TO PROVIDE USERS SERVICES THROUGH THE USE OF TEAM APP or ZOOM PEER MENTORS MUST EXERCISE A REASONABLE STANDARD OF CARE, AT LEAST THE SAME AS PEER MENTOR WOULD IN A SIMILAR TRANSACTION NOT CONDUCTED THROUGH THE INTERNET, OR THE STANDARD OF CARE MANDATED BY HIS OR HER CODE OF CONDUCT, WHICHEVER IS HIGHER.

PEER MENTORS SHALL NOT HOLD THEMSELVES OUT AS MEDICAL OR ANY OTHER HEALTH PROFESSIONAL OR HOLD THEMSELVES OUT AS HAVING ANY LICENSE OR CERTIFICATION TO PROVIDE HEALTH OR MEDICAL TREATMENT OR SERVICES.

You will not provide any legal or medical advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-patient relationship, attorney-client, or other relationship. Peer Mentors will be solely and fully liable for all conduct, services, advice, postings and transmissions of an APTF Service that are made under your username.

Peer Mentor agrees that any information or content that Peer Mentor posts or transmits through APTF will not be considered Peer Mentors confidential information, but rather this information, whether personal in nature or not, shall be owned by APTF. Peer Mentor further agrees and consents to Peer Mentor chats or transcripts, being captured in any format, controlled, processed and shared by APTF with third parties as designated solely by APTF.

Peer Mentors will not impersonate any person or entity, or make any false statement regarding Peer Mentor's employment, agency or affiliation with any person or entity.

Peer Mentors will not stalk, threaten or harass Users or other Peer Mentors or invade or attempt to invade their privacy.

Peer Mentors will not violate, or aid or abet the violation of, any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code.

Peer Mentors will not engage in conduct that is harmful, unethical, fraudulent, deceptive or offensive.



Peer Mentors will not disclose any information that was provided to a Peer Mentor by a User outside of APTF Founder Supervision and will use his or her best efforts to guard Users' privacy. Peer Mentors will not take any actions that violates our Privacy Policy.

Peer Mentor agrees to comply with all applicable laws regarding use of APTF's Services.

### **Third Party Platforms**

Use of the Service may involve the use of third-party services and platforms, such as Facebook, Google etc. ("Third Party Platforms"). For example, you may "share" Content through Third Party Platforms. Use of Third-Party Platforms is governed by their respective terms of service, not by these Terms. You bear the sole and exclusive responsibility for complying with those other terms of service. APTF third party platforms include: Facebook, Instagram, Link'd In, Zoom, WAVE, Hubspot and Team App.

### **Registration as a Mentor**

You hereby confirm and agree that all the information that you provide in or through the Application Process, and the information that you will provide in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of this Agreement you will make sure to maintain and update this information, so it will continue to be accurate, current and complete.

You agree, confirm and acknowledge that you are responsible for maintaining the confidentiality of your security information related to your use of APTF related accounts (Team App and Zoom).

You agree to notify us immediately of any unauthorized use of your Account Access or any other concern for breach of your account security.

You are solely responsible for all acts or omissions associated with your access and use of the Service. Registered Users are prohibited from selling or transferring their User account information or making it available to anyone else. You confirm that APTF will not be liable for any damage or loss incurred as a result of someone else using your account, with or without your permission and/or knowledge.

We reserve the right to request additional information to verify your identity, during the registration process, throughout your use of the Service, or when you submit requests related to your User account on the Service. If you fail to provide us the requested information, we reserve the right to suspend or terminate your service, pursuant to these Terms.

If you receive any file from us or from a Peer Mentor, whether through email, Team App or another platform, you agree to check and scan this file for any virus or malicious software prior to opening or using this file.

### **Termination of Use**

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our service, with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected illegal, fraudulent, or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use



the Services we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

### **Payment Terms**

Services are provided for a fee. This fee is set out in a User's Service Agreement. APTF may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in its sole discretion. Any change to our pricing or payment terms will become effective in the billing cycle following notice of such change to you as provided in this Agreement.

You confirm and agree to only use credit cards or other payment means, with which you are duly and fully authorised to use. You are responsible for all fees, including taxes, associated with your use of the Service. You are responsible for providing us with a valid means of payment. Payment for use of the Services is used to compensate APTF for its overheads, administrative services and other corporate costs and fees.

Users may cancel their service at any time by indicating such in an email to [kirstie@apathtofollow.com.au](mailto:kirstie@apathtofollow.com.au). Cancellation will take effect at the end of the then-current billing cycle. There will be no guarantee of refunds for unused days in a Service Agreement and refunds will be at the sole discretion of the Founder of APTF. When finishing a service with APTF you agree to undertake a review of the service.

If you have any issues or concerns regarding a bill or payment, please contact us immediately by sending an email to [kirstie@apathtofollow.com.au](mailto:kirstie@apathtofollow.com.au). We will always take reasonable steps to resolve any issue at a case by case basis.

### **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about APTF and/or our Services are voluntarily provided by you to APTF, as agreed in your Service Agreement, and shall become the sole property of APTF. We shall own exclusive rights, including all intellectual property rights, to, and shall be entitled to the unrestricted use and dissemination of, these submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

### **Contact Us**

If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the Services, please contact us at: [kirstie@apathtofollow.com.au](mailto:kirstie@apathtofollow.com.au)

When submitting a complaint, please provide a brief description of nature of your complaint and the specific services to which your complaint relates.

