



Terms of Use for Patients

1 Welcome

THIS WAY UP® is a website, application and service which is owned and operated by St Vincent's Hospital Sydney Limited (ABN 57 195 873 179) (**we, us, our**). THIS WAY UP is part of the Clinical Research Unit for Anxiety and Depression at St Vincent's Hospital, Sydney. The unit works in collaboration with the University of New South Wales ABN 57 195 873 179 (**UNSW**) who jointly own THIS WAY UP.

2 Acknowledgments

- 2.1 These Terms of Use (**Terms**) set out your rights and obligations as a patient user (**Patient**) of the THIS WAY UP website and its associated mobile applications (**Website**). Please read these terms carefully before accessing and using the Website.
- 2.2 If you are between the ages of 11 and 18 and wish to access the "TeenSTRONG" program you must have a parent or legal guardian read and agree to these terms on your behalf. If you are a parent or legal guardian registering on behalf of a child under the age of 18 then you agree to read and accept these Terms, to read and comply with the Information for parents/carers in the TeenSTRONG modules, and to supervise your child's use of the Website,
- 2.3 We may change these Terms after providing you at least 7 days' notice of the proposed alterations. Your continued use of the Website after any change indicates your acceptance of the changes to the Terms.
- 2.3 Your use of the Website is governed by these Terms, together with any other policies, disclosures, updates, rules, postings, bulletins and other terms listed or communicated on, or through, the Website. If there is any inconsistency between any part of these Terms and any other document these terms prevail to the extent of the inconsistency.

3 What happens if I don't agree to the Terms?

By clicking "I AGREE", during the registration process you agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use the Website.

4 What happens after I agree to the Terms?

- 4.1 As a registered account holder, you will create a user login and password (**Login Details**), which you can use to access the Website's courses. We will send you a registration confirmation email.
- 4.2 In order to receive your Login Details you must provide information about yourself (including your first name and an email address) (**Account Information**). You agree to provide true, accurate, current and complete Account Information, and to maintain and promptly update your Account Information in order to ensure that it remains true, accurate, current and complete. We refer you to our Personal Information Collection Policy which can be found [here](#) for information about how we handle your personal information.
- 4.3 You must not have more than one active account at any time, whether this is by use of a different name, email address, an alias or any other combination.

- 4.4 Subject to these Terms (including payment of the applicable fees), we grant you a licence to access and use the Website's course for your personal use only (**Licence**). This Licence is granted for 90 days and may be extended to 12 months on completion of your course. It cannot be transferred to any other person, may be taken from you at our discretion, and is limited and non-exclusive in nature.

5 You should be aware

- 5.1 The Website is not intended to be a substitute for professional advice. The diagnosis and treatment of a clinical condition can only be undertaken by a qualified healthcare professional in person. You should always seek the advice of a qualified healthcare professional with any questions you have regarding your health or a medical condition.
- 5.2 If you:
- (a) require urgent medical attention;
 - (b) are at risk of harming yourself or someone else; or
 - (c) are unsure about the suitability of the Website, or its contents, for your condition,
- you must seek the advice of a qualified healthcare professional. You may view crisis and emergency information at <<https://thiswayup.org.au/urgent-help/>>.
- 5.3 We take reasonable care in compiling the Website and its contents. However, the contents may not always reflect the most recent developments in medical knowledge or science.

6 Will I be supervised when using the Website?

- 6.1 If the Website is provided to you as a "self-help" service, you acknowledge and agree that:
- (a) your use of the Website will not be monitored or reviewed by a Clinician; and
 - (b) we are not required to follow up with you, outside the automated interactivity of the Website, regarding your care or mental health;
- 6.2 If your Clinician gives you a prescription to use the Website, you acknowledge and agree that:
- (a) when you register with us, you provide information about your Clinician;
 - (b) your use of the Website may be monitored or reviewed by us and/or your Clinician;
 - (c) we may disclose information about your use of the Website to your healthcare professional in accordance with our Personal Information Collection Policy and paragraph 13 of these Terms; and
 - (d) we may follow up with you regarding your use of the Website.

7 Is this Website for me?

- 7.1 If the Website is accessed by you as a "self-help" service, in order to be eligible to use the Website, you must:

- (a) be over the age of 18;
 - (b) ordinarily reside in Australia;
 - (c) acknowledge that our courses are not recommended for those who are suicidal or have a serious mental health condition (such as bipolar disorder or schizophrenia); and
 - (d) register with us as an account holder, by completing the relevant application forms.
- 7.2 If your Clinician gives you a prescription to use the Website, in order to be eligible to use the Website, you must:
- (a) agree to have discussed the appropriateness of our course with your supervising clinician; and
 - (b) register with us as an account holder, by completing the relevant application forms, or in the case of a patient between the ages of 11-18, have a parent or guardian register on your behalf in accordance with paragraph 2.2 of these Terms.

8 Is there anything I cannot do on the Website?

- 8.1 You must not:
- (a) use the Website for any commercial purpose;
 - (b) assign, sub-licence, grant a security interest over or otherwise transfer any of your rights in respect of the Website;
 - (c) provide your Login Details to any other person;
 - (d) allow any other person to use your Login Details;
 - (e) copy, reproduce, store, transmit, publish, modify, translate into any language, disassemble, reverse engineer, reverse assemble or otherwise create derivative works from any part of the Website or its contents, except and only to the extent that such activity is expressly permitted by these Agreement terms or applicable laws;
- 8.2 You must:
- (a) use the Website in a way that does not infringe upon these terms, our reasonable directions and all applicable laws
 - (b) take reasonable steps to protect your Login Details from unauthorised use; and
 - (c) ensure that no content posted, entered or uploaded onto the Website is inappropriate or may cause offence, distress, menace or harassment
- 8.3 We may investigate your use of the Website in order to determine if a violation of these Terms has occurred or to comply with applicable laws.

9 What do I have to pay?

- 9.1 You must pay all applicable fees relating to your use of the Website and the Licence.

- 9.2 You agree that the prices, fees and charges displayed within the Website are current at the time of display and may vary at any time with or without notice.
- 9.3 All payments made to us for use and access to the Website are final and non-refundable. If this Agreement is terminated for any reason, we will not refund any fees paid by you for your use of the Website and the Licence. Refunds are also not payable for any periods during which the Website is unavailable.
- 9.4 You are responsible for any data usage fees and other third-party charges you incur in connection with your access to, download and use of the Website (including the fees that may be charged by your internet service provider and/or other service providers).

10 What about Intellectual Property Rights?

- 10.1 All rights (including intellectual property rights such as copyright and trademarks), whether subsisting now or in the future, in the Website and its contents are owned by or licensed to us.
- 10.2 We reserve all rights which are not expressly granted to you under these Terms.

11 Is there anything else I need to know?

- 11.1 The Website is provided to you on an "as is" and "as available" basis. You agree that your use of the Website is at your sole risk. Without limiting paragraph 14 below, we do not guarantee that:
- (a) the Website or its contents will meet your specific needs or requirements;
 - (b) the Website or its contents will be uninterrupted, timely, secure or error-free;
 - (c) the Website or its contents will be of merchantable quality or fit for any purpose;
 - (d) the results (including any test or assessment results) which may be obtained from the use of the Website will be accurate or reliable;
 - (e) the quality of any products, services, information or other material you obtain or purchase through the Website will meet your expectations; or
 - (c) errors in the Website or its contents will be corrected.

12 Are you responsible for Third Party Content?

Links to other websites are provided for your convenience only. We do not endorse nor accept responsibility for the accuracy or completeness of the information you receive from any other websites.

13 What happens to the information I provide?

- 13.1 All information we hold about you is subject to our Privacy Policy and Personal Information Collection Notice which can be found [here](#).

The Website may contain information or material which is posted, entered or uploaded by you or other users (**User Content**). You agree that, in respect of all User Content,

we are a distributor only and we are not responsible for the accuracy or completeness of that information.

- 13.2 If you post, enter or upload User Content:
- (a) we will take reasonable steps to de-identify User Content to protect your privacy;
 - (b) you grant us an irrevocable, non-exclusive and royalty-free worldwide licence to use, host and distribute the User Content;
 - (c) you agree that your User Content may be seen and used by other users of the Website;
 - (d) we may send you correspondence related to your User Content; and
 - (e) you must only submit User Content which belongs to you or which you are permitted to submit by the owner of the content.
- 13.3 We may at any time, with or without notice, filter, remove or refuse to publish User Content in our sole discretion.

14 What is your liability if I suffer loss?

- 14.1 Subject to paragraphs 14.2 and 14.3 below, for all matters connected to:
- (a) your use or inability to use the Website;
 - (b) the contents of any part of the Website; or
 - (c) injury to you or a third party as a result of your use of the Website,
- to the maximum extent permitted by law, we exclude all warranties, rights, remedies and liability to you or a third party, whether arising under law (including rules of common law, principles of equity, statutes and regulations), tort (including negligence), breach of contract or otherwise.
- 14.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law (being Schedule 2 of the *Competition and Consumer Act 2010* (Cth)) or any other applicable law that cannot be excluded, restricted or modified by agreement (**Non-Excludable Guarantee**).
- 14.3 To the maximum extent permitted by law, our liability for breach of a Non-Excludable Guarantee is limited, at our option, to either resupplying the Website to you or paying the cost of re-supplying the Website to you.

15 Am I responsible for anything?

- 15.1 You are responsible for any information or User Content you post, enter or upload onto the Website, or which is posted, entered or uploaded by another person using your Login Details.
- 15.2 You consent to release us, our personnel and subcontractors from any loss we suffer (which may include legal costs and expenses on a full indemnity basis) or liability you suffer arising out of, or in connection with, your use or inability to use the Website or with respect to the contents of the Website or any part of the Website (including errors or omissions contained in the Website).

16 Can I use a mobile app to access the Website?

Access to the Website through the Mobile App requires agreement with the End-User Licence Agreement found on the Mobile App and any other policies, disclosures, updates, rules, postings, bulletins and other terms listed or communicated on, or through, the Website or the Mobile App.

17 Can you stop me using the Website?

- 17.1 Without limiting our rights under these Terms or at law, we may:
- (a) terminate this Agreement immediately by written notice to you, if you are in breach of any of the Terms and you do not fix the breach within the timeframe, we tell you to do so; or
 - (b) discontinue the Website (including ceasing to provide administrative and technical support for the Website) in our sole discretion and at any time.
- 17.2 If any event described in paragraph 17.1 above occurs, we may direct you to delete all copies of the Website, and related documentation, which are in your possession or under your control.
- 17.3 You may terminate this Agreement at any time (including if you consider that changes we make to these Terms are materially detrimental to you) by deleting all copies of the Website, and related documentation, which are in your possession or under your control.

18 Which laws apply to these Terms?

- 18.1 These Terms are governed by the laws of New South Wales, Australia.
- 18.2 Should you access the Website from overseas you agree to be governed by these Terms when using the Website and to be subject to the laws of New South Wales Australia.

19 What do I do if I need technical support?

If you need any technical assistance with the Website, you can contact us on (02) 8382 1437 between 9am–5pm AEST Monday to Friday (excluding public holidays) or email us using the link provided in the Website. Our technical support team will not provide medical advice.

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