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LITTLE BY LITTLE THERAPY WEBSITE TERMS & CONDITIONS

This website of Little by Little Therapy Pty Ltd (ACN 648 073 858) (ABN: 66 648 073 858) ("**Little by Little Therapy**") has been created, is owned and controlled by Little by Little Therapy.

Little by Little Therapy is a mobile paediatric and young person therapy business.

Whenever you (as a patient or legal guardian of a patient of Little by Little Therapy or a potential patient or legal guardian of a potential patient) access or use this website and in consideration for Little by Little Therapy allowing you to access or use the website, you agree to these Website Terms and Conditions and Little by Little Therapy's Privacy Policy ("**Website Policies & Terms**").

1. OVERVIEW

- 1.1 This website www.littlebylittletherapy.com.au ("**the Website**") has been created and is owned and controlled by Little by Little Therapy.
- 1.2 The Website Policies & Terms govern your access to and use of the Website.
- 1.3 Whenever you access or use the Website and in consideration for Little by Little Therapy allowing you access to or use of the Website, you agree to these Website Policies & Terms.
- 1.4 We may change these Website Policies & Terms at our discretion. By continuing to access or use this Website, you accept these Website Policies & Terms as they apply, including as amended, from time to time.
- 1.5 These Website Policies & Terms or any part of these Website Policies & Terms do not constitute medical or therapy advice.

2. USE OF WEBSITE

- 2.1 You must only access and use the Website in accordance with
 - 2.1.1 these Website Policies & Terms;
 - 2.1.2 all applicable laws and regulations.
- 2.2 You agree to not:
 - 2.2.1 use a false identity or provide false details to Little by Little Therapy;
 - 2.2.2 use the Website for any other purpose other than for receiving services from Little by Little Therapy;
 - 2.2.3 send, upload or transmit any illegal information or material, offensive material, viruses, worms, spyware or other similar codes via the Website;
 - 2.2.4 use the Website to cause harm or offence to any other person;

- 2.2.5 use the Website in any way that will infringe any third party's rights;
 - 2.2.6 do anything which will or might affect, cause damage to, disrupt or interfere with the operation and system of the Website;
 - 2.2.7 attempt to derive the source code of the Website or any part of it or reverse engineer any of the systems or technologies used to create or operate the Website;
 - 2.2.8 copy, reproduce, publish, exploit or use any part of the Website for the purpose of creating or operating an online platform similar to the Website or for any other purpose other than as expressly permitted under these Website Policies & Terms ;
 - 2.2.9 use the Website in a way that might cause damage or loss to Little by Little Therapy or affect its brand or reputation;
 - 2.2.10 use the Website for commercial purposes;
 - 2.2.11 allow or assist anyone else to carry out the above mentioned activities;
 - 2.2.12 violate or breach any of these Website Policies & Terms or any laws which relate to them.
- 2.3 You agree to indemnify Little by Little Therapy and each of the officers, employees, agents, contractors, suppliers and licensors of Little by Little Therapy in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Website Policies & Terms, or any other default or wrongful conduct in relation to the subject matter of these Website Policies & Terms, on the part of you or any of your officers, employees, agents, contractors, suppliers and licensors.

3. YOUR CONTENT

- 3.1 When you use the Website and online expression of interest form, which forms part of the Website, you grant Little by Little Therapy an unlimited royalty-free perpetual licence to use (in any way) any content you transmit via the Website including, without limitation, any text, audio and or video files, images or pictures in accordance with these Website Policies & Terms.
- 3.2 All information submitted to the Website through online expression of interest form will be confidential between you and Little by Little Therapy and will not be made publicly available.
- 3.3 You warrant that the content that you upload to the Website:
 - 3.3.1 will comply with these Website Policies & Terms;
 - 3.3.2 will not be illegal or of an unlawful nature;

- 3.3.3 will not give rise or be capable or resulting in an infringement of any third party's rights or a legal proceeding; and
 - 3.3.4 has not been subject to any legal proceeding or dispute.
- 3.4 You agree to indemnify and keep indemnified Little by Little Therapy against any claim, loss, damage, costs and/or expenses that Little by Little Therapy may suffer or incur in relation to or arising out of the content you upload to the Website.
- 3.5 Little by Little Therapy reserves the right, and you acknowledge Little by Little Therapy's right, to remove or alter any content that you submit to the Website.

4. CONSULTATIONS

- 4.1 Your consultation with Little by Little Therapy may be conducted by various means including via methods such as audio, video and audio or in person.
- 4.2 Little by Little Therapy has full discretion in determining whether a telehealth consultation is suitable for your medical or health condition.

5. INTELLECTUAL PROPERTY

- 5.1 Little by Little Therapy owns the Website and all of the contents of the Website which includes all text, information, graphics, logos, business/trading names, design, layout, downloads, pricing, software, products and services is owned or licensed by Little by Little Therapy.
- 5.2 Nothing in these Website Policies & Terms or your use of the Website has the effect of transferring, assigning, licensing or otherwise transmitting any of Little by Little Therapy's intellectual property to you.

6. COOKIES

- 6.1 As part of the normal operation of this Website, your internet browser will be sent a "cookie" (a temporary internet file). This cookie enhances the Website's functionality with features such as account login and electronic ordering. By itself, this cookie can only identify your computer to Little by Little Therapy's server and so we can track your use of the Website. It is not used to identify you personally.
- 6.2 In some instances, cookies may collect and store personal information about you. Such personal information will only be used by Little by Little Therapy in accordance with these Website Policies & Terms.

7. LIABILITY AND DISCLAIMER

- 7.1 To the maximum extent permitted by law, Little by Little Therapy will not be liable to any person or entity for any direct, indirect, consequential or other

loss or damage (however caused, including due to negligence) which may arise out of, or in connection with:

- 7.1.1 your use of the Website;
 - 7.1.2 the use or reliance on information, including any publication, contained on or linked to from this Website;
 - 7.1.3 the contents of any website referred to on, or linked to from this website.
- 7.2 Little by Little Therapy does not provide any warranty in relation to your use of this Website or as to the currency, completeness or accuracy of the information contained on this Website.
- 7.3 Little by Little Therapy does not warrant that the services provided via your use of the Website are fit for your intended purpose.
- 7.4 If any law implies a condition or warranty into these Website Policies & Terms which cannot lawfully be excluded then, to the maximum extent permitted by law, our liability for any breach of such implied term will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.
- 7.5 You agree to indemnify and keep Little by Little Therapy indemnified against any claim, loss, damage, costs and/or expenses you may suffer or incur in relation to or arising out of your use of the Website.

8. PRIVACY POLICY

Little by Little Therapy's Privacy Policy forms part of these Website Policies & Terms. By accessing the Website, you agree to Little by Little Therapy's Privacy Policy. A copy of the Privacy Policy can be found at www.littlebylittlettherapy.com.au.

9. COMPLAINTS

- 9.1 If you have a complaint in relation to use of the Website, you may contact us via email at admin@littlebylittlettherapy.com.au
- 9.2 In relation to complaints against Little by Little Therapy in relation to this Website:
- 9.2.1 you must notify us of the details of the complaint as soon as possible;
 - 9.2.2 a representative of Little by Little Therapy will contact you to discuss your complaint;
 - 9.2.3 if your complaint is not resolved in your discussion with a Little by Little Therapy representative, the matter will be referred to an independent third party as agreed between the parties or, in the

absence of agreement, an independent party selected by Consumer Affairs Victoria;

9.2.4 the parties will be bound by the decision of the selected expert with respect to the complaint; and

9.2.5 the parties will share the costs of engaging the expert equally.

10. GENERAL

10.1 The laws of Victoria in Australia govern these Website Policies & Terms, as applicable, and you agree to submit to those laws and their exclusive jurisdiction, including the courts of Victoria in Australia, in your use of this Website and these Website Policies & Terms.

10.2 If any of these Website Policies & Terms are held to be invalid or unenforceable, then the validity and enforceability of the remaining Website Policies & Terms will not be impacted.

11. CONTACT

Please contact us at admin@littlebylittletherapy.com.au if you have any queries with respect to these Website Policies & Terms.