Terms and Conditions

Mindworx Psychology Pty Ltd, ABN 37 162 751 617 (we, our or us), also trading as Think Differently and Mindworx Online, operates this website (Site). These Terms apply to www.mindworxpsychology.com.au, www.think-differently.com.au, online.mindworxpsychology.com.au and dr-amanda-mullin.mykajabi.com, and to any other address these sites are available through, including third party platforms.

You agree to be bound by these Terms

By using our Site, you agree to be bound by these Terms and the Privacy Policy available on our Site. Please read these Terms. If you don't agree to them, you should stop using our Site at once.

When we can change these Terms

We may change these Terms at any time by publishing the varied Terms on our Site. Please check the Terms regularly to make sure you are up to date with the current version.

Changes to the Site

Materials and information on this Site (Content) are also subject to change without notice. While we try to keep our Site current, we do not make any promises or undertake to keep our Site up to date and are not liable if any Content is inaccurate or out of date.

The way in which you use the Site

You have no ownership in the Site. We own the Site and grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Site. You may not use the Site in any other way without our agreement in writing. We do not permit you to:

- copy Content or any other details on our Site;
- use or copy our Site or Content in any way that competes with our business; or
- breach our copyright or other intellectual property in the Site.

Urgent responses

We do not provide emergency or instant response services. If you or your child requires emergency help or is experiencing a crisis, please seek help immediately at your local hospital emergency department. In Australia, call 000 in an emergency. Lifeline is available on 13 11 14, any time.

Behaviour on the Site

When you use our Site, we expect you to abide by a clear standard of behaviour. You must not do, or attempt to do, any of the following:

- anything that would breach the privacy of an individual;
- use our Site to defame, harass, threaten, menace or offend any person;
- interfere with any user using our Site;
- tamper with or modify our Site;
- intentionally transmit viruses, disabling or damaging features to our Site;
- interfere with our Site, including through the use of Trojan horses, viruses, piracy or programming routines that may damage our Site;
- use our Site to send unsolicited email messages; or
- assist a third party to do any of the above.

General information only

The Content on our Site provides a summary and general overview of our business and the types of issues we can assist with, such as information relating to ADHD, autism, anxiety, depression, trauma, stress, parenting and other issues which may benefit from psychological support. The information we provide does not create any professional client relationship with you. While the information may be

helpful, it is not intended to be comprehensive or specific and it is not intended to be advice. We do not have any obligation to you in this regard.

Disclaimer

We use reasonable commercial efforts to ensure the accuracy and completeness of the Content on our Site. However, to the maximum extent permitted by law, we make no representation, warranty or guarantee with respect to the Content or the likely outcomes you will get if you act on the information on our Site and apply it to your situation or life. You should always get professional advice about your circumstances from an appropriate professional. Where you require treatment for mental health purposes, an appointment with a psychologist should be made.

Online programs and courses

This section applies when you buy or enrol in an online program, course, webinar, group program or digital resource from us (Program), whether through Think Differently, Mindworx Online or any other platform we use.

What a Program is. Programs are educational. They are not psychological treatment, therapy, assessment or crisis support, and buying a Program does not make you a client of Mindworx Psychology or create a clinician–client relationship. The content is general and may not suit your circumstances. If you need individual support, please see a health professional.

Access. You get access for the period stated on the Program page. Self-paced Programs are available for the period stated at purchase. Live Programs run on the dates and times stated at purchase, and access to any recordings is as described on the Program page. Access is for you only. Please don’t share your login, download content for redistribution, or record live sessions.

Live Programs. Live sessions run at the stated Sydney time. If we need to move a session, we will tell you as early as we can and offer a replacement date or a recording. If a Program is cancelled by us before it starts, you will be offered a transfer to a later intake or a full refund.

Payment. Prices are in Australian dollars and include GST where applicable. Payment is taken at the time of purchase through our payment provider. Promotional prices apply only for the period and conditions stated.

Changes and cancellations by you. Your rights under the Australian Consumer Law apply and nothing in these Terms limits them. Outside those rights, purchases are for the Program as described, and we ask you to check the dates and format before you buy. If your circumstances change, contact us and we will talk it through.

Group sessions. Live group sessions may include other participants. Please keep what others share in the room confidential, and be aware that we cannot guarantee other participants will do the same.

Program content. Program materials are our intellectual property. You may use them for your own personal learning. You may not copy, share, sell or use them commercially without our written permission.

Intellectual property rights

Unless we state otherwise on the Site, we own or licence all rights, title and interest (including intellectual property rights) in our Site and Content. Your use of our Site and your access to the Content does not grant to you or transfer any rights, title or interest in relation to our Site or our Content. You must not:

- copy or use any Content from our Site (in whole or part);
- reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- breach any intellectual property rights connected with our Site or our Content, including altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

Third party sites

Our Site may contain links to websites operated by third parties (Third Party Sites). Unless stated on our Site, we are not responsible for the content on Third Party Sites, and we do not control, endorse or approve any Third Party Sites.

Content you upload to our Site

We may permit you to post, upload, publish, submit or send (upload) information and content to our Site, including comments and posts in Program communities (User Content). If you upload User Content, you grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use, view, copy, adapt, modify, distribute, licence, transfer, communicate, display, publicly perform, transmit, stream, broadcast, access or otherwise use the User Content on, through or by means of our Site.

You agree that you are responsible for all User Content that you upload and warrant that:

- you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases necessary to grant us the rights in the User Content contemplated by these Terms; and
- the User Content, your upload of it, and our use of it on, through or by means of our Site will not infringe, misappropriate or violate a third party's intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may remove any User Content you upload at any time at our discretion.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or Content, including that:

- it is complete, accurate, reliable, up to date and suitable for any particular purpose;
- you will have uninterrupted access;
- it will be error-free or free from viruses; or
- our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

Limited liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, however it arises, whether direct or indirect and whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our Site and/or our Content, any inaccessibility of, interruption to or outage of our Site, any loss or corruption of data, or the fact that our Content is incorrect, incomplete or out of date. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law that cannot be excluded, restricted or modified.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Removing our Site (or your access to it)

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person (including you) from using our Site at any time at our discretion. We are not responsible for any loss, damage or Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

What happens if part of these Terms is not right?

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of it) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

The law that applies to these Terms

The laws of New South Wales, Australia, govern these Terms. If you access our Site from elsewhere in Australia or overseas, we make no representation that our Site complies with the laws (including intellectual property laws) of any State outside New South Wales or any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

Contact

For any questions and notices, please contact us at:

Mindworx Psychology Pty Ltd, ABN 37 162 751 617

Mindworx Psychology and Mindworx Online: info@mindworxpsychology.com.au

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Last updated: September 2026