

Terms of Service

1. Agreement to Terms

Welcome to IAP ("we," "us," "our," or "Company"). These Terms of Service ("Terms") govern your use of our website <https://iap.edu.au/findapractitioner/> and related services (collectively, the "Service"), which operates as a directory platform connecting individuals seeking mental health services with therapists and mental health professionals.

By accessing or using our Service, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Service.

2. Description of Service

Our Service is a directory platform that:

- Allows unregistered mental health professionals to create profiles and list their services
- Enables individuals to search for and connect with therapists
- Provides information about therapist credentials, specialisations, and practice details
- Facilitates initial contact between potential clients and therapists

IMPORTANT: We are not a healthcare provider, medical practice, or therapy service. We do not provide medical advice, mental health treatment, or therapeutic services.

3. User Categories and Eligibility

3.1 Therapist Users

To create a therapist profile, you must:

- Hold a valid, current association membership allowing you to practice mental health services in your jurisdiction
- Be in good standing with your Association
- Maintain professional liability insurance
- Be at least 18 years old
- Provide accurate and complete information

3.2 Client Users

To use our search services, you must:

- Be at least 18 years old, or have parental/guardian consent if a minor
- Use the Service for legitimate purposes related to finding mental health care
- Provide accurate contact information when requesting therapist information

3.3 General Eligibility

All users must:

- Have the legal capacity to enter into these Terms
- Not be prohibited from using the Service under applicable laws
- Comply with all local, state, and federal regulations

4. Therapist Obligations and Representations

4.1 Professional Standards

Therapists using our Service agree to:

- Maintain current, valid membership of associations in all jurisdictions where they practice
- Comply with all applicable professional ethics codes and standards
- Maintain appropriate professional liability insurance
- Follow the Code of Conduct for Unregistered Mental Health Practitioners and other applicable privacy regulations
- Respond to client inquiries in a timely and professional manner

4.2 Profile Accuracy

Therapists must:

- Provide accurate, current, and complete information in their profiles
- Update profile information promptly when changes occur
- Only claim credentials, specialisations, and experience they actually possess
- Use professional, appropriate photos and descriptions
- Comply with advertising regulations for mental health professionals

4.3 Verification Requirements

Therapists consent to:

- Registration verification checks by our Service or third-party verification providers
- Periodic re-verification of credentials
- Removal from the platform if credentialing issues arise

5. Client User Obligations

Client users agree to:

- Use the Service solely to find legitimate mental health services
- Provide accurate contact information
- Treat therapists and their information with respect
- Not misuse therapist contact information for inappropriate purposes
- Understand that initial contact through our platform does not establish a therapeutic relationship

6. Prohibited Uses and Content

6.1 Prohibited Activities

Users may not:

- Provide false, misleading, or inaccurate information
- Impersonate another person or entity
- Use the Service for illegal activities
- Harass, threaten, or abuse other users
- Scrape, harvest, or collect user data without permission
- Interfere with the Service's operation or security
- Create multiple accounts to circumvent restrictions

6.2 Prohibited Content

Users may not post or transmit:

- Content that is defamatory, obscene, or inappropriate
- Confidential patient information
- Spam, promotional materials, or unauthorised advertising
- Malicious code, viruses, or harmful software
- Content that violates intellectual property rights
- Information that violates professional ethics or regulations

7. Platform Limitations and Disclaimers

7.1 Directory Service Only

We provide a directory service only. We do not:

- Provide mental health treatment or medical advice
- Guarantee the quality, safety, or effectiveness of any therapist's services
- Verify the ongoing competence or conduct of listed therapists beyond initial credential checks
- Supervise or control the therapeutic relationships formed through our platform
- Act as a party to any agreement between therapists and clients

7.2 No Medical Advice

Our Service does not provide medical advice, diagnosis, or treatment recommendations. Information on our platform is for informational purposes only and should not replace professional medical consultation.

7.3 Emergency Situations

Our Service is not designed for emergency situations. If you are experiencing a mental health emergency, please contact:

- Emergency services 000
- National Suicide Prevention Lifeline: 131114
- Your local emergency mental health services

8. Therapist-Client Relationships

8.1 Independent Relationships

Any therapeutic relationship formed between therapists and clients through our platform is independent of our Service. We are not a party to these relationships and assume no responsibility for:

- The quality of services provided
- Treatment outcomes or results
- Professional conduct or malpractice
- Fee arrangements or payment disputes
- Confidentiality of communications outside our platform

8.2 Professional Responsibility

Therapists remain solely responsible for:

- Determining their fitness to treat specific clients
- Obtaining proper consents and agreements
- Maintaining appropriate professional boundaries
- Following applicable laws and ethical guidelines
- Managing their own practice and liability

9. Intellectual Property

9.1 Our Content

The Service and its content, including but not limited to software, text, graphics, logos, and design, are owned by us or our licensors and protected by intellectual property laws.

9.2 User Content

You retain ownership of content you submit to the Service. By submitting content, you grant us a non-exclusive, royalty-free license to use, reproduce, and display your content for the purpose of operating the Service.

9.3 Therapist Profiles

Therapists grant us permission to display their professional information publicly on our platform for the purpose of connecting them with potential clients.

10. Privacy and Data Protection

Your privacy is important to us. Please review our Privacy Policy, which explains how we collect, use, and protect your information. By using our Service, you consent to the collection and use of information as described in our Privacy Policy.

11. Indemnification

11.1 Therapist Indemnification

Therapists agree to indemnify and hold harmless the Company from any claims, damages, or expenses arising from:

- Their professional services or conduct
- Violations of professional standards or licensing requirements
- Breach of these Terms
- Inaccurate or misleading profile information

11.2 General User Indemnification

All users agree to indemnify the Company from claims arising from their use of the Service, violation of these Terms, or infringement of third-party rights.

12. Disclaimers and Limitation of Liability

12.1 Service Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12.2 No Guarantee of Results

We make no guarantees about:

- The accuracy or completeness of therapist information
- The quality of therapeutic services
- Treatment outcomes or results
- Continued availability of any particular therapist

12.3 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE IN THE TWELVE MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

13. Account Termination

13.1 Termination by Users

- Therapists may delete their profiles at any time
- Client users may delete their accounts at any time
- Account deletion does not relieve obligations incurred before termination

13.2 Termination by Company

We may suspend or terminate accounts for:

- Violation of these Terms
- Providing false or misleading information
- Professional licensing issues
- Inappropriate conduct or content
- Non-payment of fees

13.3 Effect of Termination

Upon termination:

- Access to the Service will be discontinued
- Profile information will be removed from public display
- Certain information may be retained for legal compliance

14. Geographic Limitations

14.1 Therapist Licensing

Therapists must be accredited in the jurisdictions where they offer services. Cross-jurisdictional practice must comply with applicable telehealth and accreditation regulations.

14.2 Service Availability

Our Service may not be available in all geographic locations. Users are responsible for ensuring their use complies with local laws and regulations.

15. Modification of Terms

We reserve the right to modify these Terms at any time. Material changes will be communicated through:

- Email notifications to registered users
- Prominent website notices
- In-platform notifications

Continued use of the Service after modifications constitutes acceptance of the updated Terms.

16. Dispute Resolution

16.1 Informal Resolution

Before filing any formal dispute, parties agree to attempt informal resolution by contacting us directly.

16.2 Arbitration

Any disputes arising from these Terms shall be resolved through binding arbitration in accordance with the rules of Consumer Affairs in NSW.

16.3 Class Action Waiver

Users waive the right to participate in class action lawsuits or class-wide arbitrations.

17. Governing Law

These Terms shall be governed by the laws of NSW without regard to conflict of law principles.

18. Severability

If any provision of these Terms is found unenforceable, the remaining provisions shall continue in full force and effect.

19. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding use of the Service.

20. Contact Information

For questions about these Terms, please contact us:

Email: support@iap.edu.au

Acknowledgment: By using our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.