Terms of Use for Clinicians

1 Welcome

1.1 These terms set out your rights and obligations as a clinician user **(Clinician)** of THIS WAY UP® website, application and service (the **Website**) which is owned jointly by the University of New South Wales ABN 57 195 873 179 (**UNSW**) and by St Vincent's Hospital Sydney Limited ABN 77 054 038 872 (**SVH**) a member of the St Vincent's Health Network and is operated by SVH.

1.2 Before using the Website please review these terms carefully and do not use the Website if you do not agree with the terms which explains how SVH collects, uses and discloses your personal information available at https://thiswayup.org.au/privacy/, and which you should read before agreeing to these terms.

2 How to get access to the Website

2.1 If you need technical assistance you can always contact us on +61 2 8382 1437 between 9am - 5pm AEST Monday to Friday (excluding public holidays) or email us from the Website.

3 Acknowledgments and Acceptance

3.1 The Website provides an internet based service owned jointly by UNSW and SVH and operated by SVH ("we", "our" or "us"). "You" or "your" means a clinician user of the Website.

3.2 If you do not agree with any of these terms, do not use the Website.

3.3 We may alter these terms after providing you at least 7 days' notice of the proposed alterations. Your continued use after any change indicates your acceptance of that alteration.

3.4 You agree:

(a) by signing up as a clinician via the Website, including by entering your email address and selecting "Send code", you agree to these Terms and the Personal Information Collection Notice, which govern your use of the Website and any THIS WAY UP online program; and

(b) we will send a one-time code to your registered email address (**Login Details**) which you can use to access the Website. Each time you log in, a new one-time code will be sent to your registered email address.

4 Licence, Permitted Use and Restrictions on Use

4.1 We grant to you a non-exclusive, non-transferrable licence to use the Website and for you to refer your patients to the Website.

4.2 You must ensure that the Website is protected from unauthorised access by third parties at all times.

4.3 You may not assign or grant a sub-licence of or commercially exploit, grant a security interest over, or otherwise transfer, your rights to use the Website other than to refer your patients to the Website.

4.4 You may not, in any form, or by any means:

(a) use the Website or its contents, except for your patients;

(b) copy, reproduce, store, transmit, publish, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise create derivate works from any part of the Website or its content;

(c) cause any of the Website to be framed or embedded in another website;

(d) commercialise any content, products or services in the Website other than to authorise your patients to have access; or

(e) distribute any portion of the Website to any third party or make the Website available to any third party in any way other than in a manner specifically authorised under these terms.

4.5 We reserve the right to update, modify, suspend, withdraw, discontinue, replace or remove any part of the Website at any time.

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5 Your Obligations and Clinical Responsibility

5.1 In consideration of your agreement to these terms and conditions, the Website may be used (at your election) by you and your patients under your supervision as their clinician

5.2 You must rely upon your own investigations as to whether the Website will meet your patient's needs.

5.3 If you prescribe one of the courses on the Website to your patient:

(a) you accept clinical responsibility for assessing the patient for the Website;

(b) you acknowledge that the courses are designed for individuals with mild to severe anxiety and depressive disorders, but may not be suitable as standalone treatments for:

(i) individuals who are currently suicidal or are at risk of harming themselves or others;

(ii) individuals experiencing acute symptoms of bipolar disorder, psychosis or schizophrenia;

(iii) individuals who are regularly taking benzodiazepines and/or atypical antipsychotics;

(iv) individuals experiencing acute substance use disorders; or

(v) individuals experiencing severe distress or managing acutely stressful life circumstances.

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(c) the patient must accept the relevant THIS WAY UP Patient Terms of Use;

(d) you continue clinical responsibility for the patient;

(e) you guarantee that you will supervise the patient with due care and skill; and

(f) you will be informed of your patient's progress through the Website, in particular their distress scores, via automatic notifications.

(g) where a patient is under 18 years of age, you are responsible for ensuring that any parental or guardian consent required by THIS WAY UP's patient registration and participation requirements has been obtained before prescribing the relevant course.

5.4 You remain professionally responsible for the overall health and welfare of your patient.

5.5 You are responsible for all unauthorised usage that occurs on your account and you must:

(a) promptly notify us if there is any unauthorised usage of your account;

(b) maintain and update the information supplied by you to us to ensure it is accurate at all times; and

6 Intellectual Property Rights

6.1 All rights (including intellectual property rights such as copyright and trade mark) now existing or in future arising in the Website and its content is owned by or licensed to SVH.

6.2 You do not obtain any rights in the Website other than the user rights granted in this agreement.

7 Disclaimer and Limitation of Liability

7.1 Subject to clause 7.3:

(a) we do not warrant that the Website will be uninterrupted, error-free, secure or free from malware, viruses or other harmful components.

(b) we are not responsible for your loss arising out of or referable to:

(i) materials on the Website;

(ii) factors which can reasonably be considered to be outside our control, such as faults in third party equipment;

(iii) loss of data;

(iv) loss of income, loss of actual or anticipated profits, loss of business, loss of reputation, or

(v) loss caused by you acting negligently or in breach of these terms.

(c) while we take reasonable steps to maintain the security of the Website, no transmission of information over the internet is completely secure. Information transmitted to or from the Website may be intercepted, corrupted, delayed, lost or altered while in transit.

7.2 Links provided to other Internet sites are provided for your convenience and do not constitute endorsement of the information at those sites, or any associated person, organisation, product or service.

7.3 You may have rights under Australian Consumer Laws in the form of Consumer Guarantees which cannot be excluded. To the extent permitted by law, SVH excludes all other conditions and warranties implied by custom, law or statute. For liability that cannot by law be excluded, SVH's liability is limited to:

(a) resupplying or paying the cost of resupplying services; or

(b) repairing, replacing or paying the cost of repairing or replacing goods.

7.4 Any products that we sell or otherwise provide to you through the Website, will be provided on terms notified to you at the time of the sale or delivery.

8 Indemnity

8.1 You irrevocably indemnify SVH and UNSW and each of SVH's directors, officers and employees and the directors, officers and employees of UNSW (on whose behalf we accept this promise as their agent) against any liability, claim or proceeding that is made or commenced against us, and against any liability, loss (including consequential loss), damage or expense that is incurred or suffered by us or arising from a breach of these terms by you or as a result of your use of the Website.

9 Suspension or Termination Cancellation by Us

9.1 Without limiting our rights under these Terms or at law, we may immediately suspend your access to the Website, in whole or in part, where:

(a) we reasonably believe you have breached these Terms;

(b) your use of the Website presents a security, privacy or operational risk;

(c) suspension is reasonably necessary to protect the Website, our systems, patients or other users; or

(d) we are investigating suspected unauthorised use of your account.

9.2 If you fail to comply with these terms, and the failure can be remedied, we may send you a notice electronically requiring you to correct your failure within 7 days

9.3 If you don't correct your failure within the time provided in the notice under clause 9.1, or if your failure cannot be remedied:

(a) We may terminate your access to the Website after sending you 7 days' notice advising of the intended termination, provided you have no patients actively using the Website

(b) In the event that you do have patients actively using the Website, we may terminate your access to the Website after sending you 21 days' notice advising of the intended termination. You must advise any relevant patients in writing that you are no longer able to supervise their use of the Website within this 21 day period.

9.4 If we terminate your access to the Website, you must immediately cease to use the Website.

9.5 Should you fail to cease your use of the Website following receipt of notice of termination, we may take steps to prevent you from accessing the Website.

9.6 Without limiting the operation of any other term, we will not be held liable for loss or damage arising from the exercising of these rights.

10 Survival

10.1 If we terminate your access to the Website, the following clauses will still apply:

(a) Clause 4 - Licence, Permitted Use and Restrictions of Use;

(b) Clause 6 - Intellectual Property Rights;

(c) Clause 7 - Disclaimer and Limitation of Liability

11 Applicable Law

11.1 The laws of New South Wales, Australia will apply to these terms.

Last updated September 2026