

WEBSITE TERMS OF USE

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Please read these terms before using the Website. By using it after having a reasonable opportunity to view these terms, you agree to them.

1 OPERATOR, APPLICATION AND UPDATES

This website is operated by James Lyra, trading as FIRST Occupational Therapy, ABN 37 902 564 269 (FIRST OT, we, us, or our). These terms apply when you access or use firstot.com.au and its content, forms, accounts, and free resources (the Website).

By using the Website after having a reasonable opportunity to view these terms, you agree to them. We may update them by publishing a new version. An update applies after publication and does not affect an accepted booking or an existing paid licence.

2 WEBSITE PURPOSE AND NO CLINICAL ADVICE

The Website provides general information about FIRST OT, occupational therapy services, professional learning and resources, and allows you to contact us or book with us.

Website content is general information only. It is not occupational therapy, medical, educational, or other professional advice, is not a substitute for an individual assessment, and does not create a practitioner-client relationship. If you are concerned about a child, seek advice from a suitably qualified professional. In an emergency, call 000.

A professional-learning booking or paid Resource Suite licence is governed by the Professional Learning Terms and Conditions and the applicable Booking Details. Clinical services are governed by the clinical engagement arrangements given to the client. If there is an inconsistency, the transaction-specific terms govern that transaction.

3 WEBSITE IP AND FREE-RESOURCE PERMISSION

James Lyra owns all intellectual-property rights in FIRST OT, the Website, the Integrated Hourglass framework, the Groundwork Handwriting System and the content and resources published by FIRST OT, except for material expressly identified as third-party material.

You may view the Website for personal or professional reference. The three GHS research briefs that FIRST OT makes available free of charge are Free Resources. You may download, print and share a Free Resource in complete, unaltered form, with its copyright and attribution intact, for non-commercial personal, teaching or professional reference. You must not sell it, charge for access, remove attribution, present it as your own, incorporate it into paid training or a paid product, publish an altered version, or use it to train, test or develop an artificial-intelligence system or dataset.

Paid resources and materials supplied through professional learning are not licensed by this clause and are governed by the Professional Learning Terms and Conditions.

4 ACCEPTABLE USE

You must not use the Website to break the law, infringe another person's rights, send malicious code, mislead others about your identity or affiliation with FIRST OT, circumvent payment or security, obtain unauthorised access, interfere with the Website or another user, copy or harvest data by automated means, reverse engineer protected functions, or help another person do any of those things.

You must not use FIRST OT's name, branding or content in a way that suggests endorsement, accreditation, partnership or authority that has not been given in writing.

5 ACCOUNTS AND INFORMATION SUPPLIED

If the Website provides an account, you must keep your credentials secure, use accurate information and promptly tell us if you suspect unauthorised access. You are responsible for activity you authorise or fail to prevent by taking reasonable care.

If you give us personal information about another person, you must have a lawful basis and any authority required to do so, and take reasonable steps to make them aware of the relevant privacy notice. Do not submit detailed health information or clinical documents through a general contact form unless we direct you to a suitable channel.

6 LINKS AND THIRD-PARTY SERVICES

The Website may link to or use services operated by third parties, including booking and payment services. A link does not, by itself, mean we endorse the third party. Their terms and privacy practices may apply to your direct use of their service.

We do not control third-party content or availability and are not responsible for an independent third-party act or omission except to the extent the law makes us responsible. You should review the relevant third-party terms before use.

7 AVAILABILITY, RESTRICTION AND TERMINATION

We may maintain, change or temporarily withdraw Website functions. We will take reasonable care but do not promise uninterrupted or error-free availability.

We may restrict or suspend access where reasonably necessary to protect users, FIRST OT, intellectual property, privacy, security or Website operation. We may immediately terminate access for unlawful conduct, fraud, deliberate interference with security, or serious intellectual property misuse. For another material and remediable breach, we may terminate access if it is not remedied within 5 business days (excluding Saturdays, Sundays, and public holidays in the Australian Capital Territory) after notice, where reasonably practicable.

When access or a free-resource licence ends due to breach, you must stop the prohibited use and delete or remove any affected copies from public or shared locations. Rights and obligations intended to continue, including intellectual property and liability, survive.

8 WEBSITE DISCLAIMER AND LIABILITY

We take reasonable care in preparing the Website, but content may become incomplete or out of date, and suitability depends on the user's circumstances. You remain responsible for decisions made using general Website information.

Nothing in these terms excludes, restricts or modifies a right or remedy that cannot lawfully be excluded. To the maximum extent permitted by law, we are not liable for indirect or consequential loss, loss of profit, revenue, opportunity, goodwill or data arising from free use of the Website. This does not exclude liability for fraud, wilful misconduct, personal injury or death caused by negligence, or liability that cannot lawfully be limited.

You remain liable for direct loss caused by your unlawful use, deliberate security interference or serious infringement of FIRST OT's intellectual-property rights.

9 PRIVACY

Our Website Privacy Policy explains how we handle personal information collected through general Website use, forms, professional-learning bookings and resource requests. Our Client Privacy Policy explains how we handle health information and clinical records. Those policies describe our privacy practices; they are not an agreement to waive privacy rights or a substitute for consent where consent is required.

GOVERNING LAW, SEVERANCE AND CONTACT

These terms are governed by ACT law. An invalid provision is read down or severed to the minimum extent necessary. Contact James Lyra at james@firstot.com.au or 0478 122 344.