

User Agreement - Terms & Conditions of Service

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1. Introduction

Greetings and thank you for visiting "Healki.com.au." This document, known as the "Agreement," establishes a legal understanding between "The Author" (referred to as the "Author") and any user accessing or utilizing this web platform, identified as "Healki.com.au" (hereafter referred to as the "Site"). The Site is owned and operated by Susana Linero Rojas trading as Healki, a remedial massage and holistic wellness practice based in North Perth, Western Australia. By engaging with, using, or navigating through the Site, you indicate your adherence to the terms and conditions outlined in this Agreement. Your explicit acceptance of these specified terms and conditions is conveyed through your access, use, or navigation of this Site.

This Agreement includes warranty disclaimers and provisions limiting the Author's liability towards you. It is crucial to thoroughly review and comprehend these terms and conditions in their entirety.

2. Usage Guidelines

Your ongoing use, access, or navigation of the Site indicates your voluntary consent and acceptance of these terms and conditions. Should any of these terms or conditions be deemed objectionable, kindly cease your use, access, and/or browsing of this Site promptly. Upon entering this Site, you affirm that you have read and understood all the terms and conditions, recognizing them as reasonable and just.

Your agreement to adhere to these terms and conditions is voluntary and has not been influenced by any fraudulent, coercive, or undue pressure from any individual or entity.

3. Third-Party Links and Advertisements Disclaimer

The Site may intermittently include links to third-party websites for your convenience. It is crucial to emphasize that these links do not imply any guarantee, warranty, or endorsement by the Author concerning the services, information, content, and/or data on these third-party websites. Additionally, these links should not be construed as indicating any affiliation, sponsorship, or endorsement of such third-party websites by the Author.

The Author disclaims responsibility for the content of linked third-party websites and makes no assurances regarding their privacy practices or the accuracy of materials contained therein. Your access to these linked third-party websites is undertaken at your own risk, and your utilization of third-party websites is subject to the respective terms of use for those sites.

Furthermore, the presence of third-party advertisements on the Site does not signify an endorsement, guarantee, warranty, or recommendation by the Author concerning any product or service advertised. The Author does not provide any representations or warranties regarding any product or service contained within these advertisements.

4. Information Accuracy and Changes

The content available on the Site is subject to change without advance notice and is not guaranteed to be all-encompassing, accurate, timely, current, or up-to-date. Similar to printed materials, the information may become outdated over time. The Author does not bear the responsibility to update any information on the Site, and it is entirely at the Author's sole discretion to modify the information without prior notice. The Author also holds the right to revise or remove information from the Site without any notification. Any opinions expressed by the Author on the Site are formed based on specific circumstances, conditions, and certain assumptions. These opinions should not be used or relied upon for purposes other than those intended, including but not limited to application in legal proceedings.

5. Warranty Disclaimer

The information provided on the Site is presented on an "AS IS" and "AS AVAILABLE" basis, devoid of any express or implied warranties. This encompasses, but is not confined to, warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Specifically, the Author does not provide assurances, representations, or guarantees regarding the content, sequence, accuracy, timeliness, or completeness of the information. Furthermore, the Author does not warrant that the information can be relied upon for any purpose. There is also no guarantee that the information will be continuous or free from errors, and the Author does not assure the correction of any defects.

6. Remedial Massage & Health Advice Disclaimer

The Author furnishes the Site, its services, information, content, and/or data (collectively referred to as "Information") exclusively for informational purposes. Healki provides remedial massage and holistic wellbeing services; the Site does not provide medical advice, and the Information should not be interpreted or applied as such.

Your utilization, access, and/or exploration of the Site, as well as the disclosure of personal or medical information to the Author, do not establish a physician-patient relationship between you and the Author. The Site is not designed to substitute the services of a certified health professional or act as a replacement for medical guidance from a licensed physician or qualified health professional in your state.

It is imprudent to rely on any information obtained from the Site for health-related matters, and it is strongly advised to consult with a licensed physician in your state. Your agreement implies refraining from making any health or medical-related decisions based entirely or partially on information found within the Site.

7. Financial, Legal and Other Advice Disclaimer

The material on the Site does not offer financial, investment, legal, or any other type of professional advice. There is no establishment of a professional relationship between you and the Author. Decisions, whether entirely or partially, should not be influenced by any information within the Site.

8. User-Generated Content Guidelines

The Site is open to the general public, but exercise caution when posting comments to avoid disclosing private information. By sharing information through user-generated comments or other methods, you provide the Author with an unrestricted and continuous right to distribute, display, publish, reproduce, reuse, and copy the shared information. You are responsible for the content you post, and assuming someone else's identity on the Site is strictly prohibited. Content that is obscene, defamatory, threatening, fraudulent, violates privacy rights, or is otherwise illegal will not be tolerated. Additionally, posting content that infringes on intellectual property rights or includes computer viruses or disruptive code is strictly prohibited. Your submission of content on the Site grants the Author and any affiliated company under the Author's control the authority to remove any content or comment deemed objectionable at the Author's sole discretion. Moreover, you authorize the Author and any affiliated company under the Author's control to modify, adapt, and edit any content as needed.

9. Comment Policy

Encouragement is given for comments on individual posts. It's crucial to recognize that this is a platform with moderation, meaning that comments undergo review before being published. Comments demonstrating respect and contributing value to the ongoing discussion are generally approved.

The Author reserves the authority to remove any comment at any time, irrespective of the reason. It's important to understand that this blog permits the expression of your opinions, which may not necessarily align with those of the Author. Comments receiving a specific number of flags from the readership are subject to automatic deletion.

10. Disclaimer of Intellectual Property Rights

The protection of the Site falls under the jurisdiction of Australian copyright laws, and the Author expressly preserves all intellectual property rights linked to the Site.

11. Disclaimer of Indemnification

You agree to indemnify and release the Author from any claims or demands, including attorneys' fees, initiated by any third party as a result of:

- (1) Any content posted or made available by you on this Site,
- (2) Any violation of the law committed by you through the Site, and/or
- (3) Any actions taken by you utilizing the Site and/or the Information provided therein.

12. Disclaimer of Invalidity

Should any part or provision of this Agreement be considered invalid or unenforceable in any jurisdiction, that particular provision will be deemed ineffective in that jurisdiction. Nonetheless, this will not affect the enforceability of the remaining provisions within the Agreement.

13. Disclaimer of Consent to Jurisdiction and Limitation on Claims

This Agreement, along with your use of the Site and the Information within, will be governed by and construed in accordance with the laws of the State of Western Australia without regard to conflict of laws principles. You agree to the jurisdiction of courts located in the State of Western Australia. Furthermore, you agree that any claims or legal actions arising from or related to this Agreement, the Site, and the Information contained therein must be filed within one (1) year from the time such claim or cause of action originated. Failure to file within this timeframe will lead to the permanent barring of the claim or cause of action.

14. Disclaimer of Entire Agreement

You acknowledge and affirm that this Agreement represents the entire understanding between you and the Author concerning your use of the Site and its included Information.

15. Disclaimer of Modification

The Author retains the right, at the Author's sole and absolute discretion, to modify the terms and conditions of this Agreement in whole or in part, at any time, for any reason, without prior notice to you. The updated terms and conditions will supersede the existing ones and will be legally binding upon publication on the Site.

16. Disclaimer of Waiver

The Author's failure to exercise or enforce any right or provision outlined in this Agreement shall not be interpreted as a waiver of that right or provision. The Site and the Information provided therein are presented by the Author solely for informational purposes and are not intended to provide medical advice. Upon accessing the Site, you acknowledge the absence of a physician-patient relationship between you and the Author. Additionally, you comprehend that the Site should not be relied upon as a substitute for competent medical advice from a licensed physician in your state.

17. Privacy Policy

We may collect the following information:

- Name and job title
- Contact details, including email address
- Demographic data such as postcode, preferences, and interests
- Other information pertinent to customer surveys and/or promotional offers

We employ that information for the following purposes:

- Internal record-keeping.
- Enhancement of our products and services.

- Periodically sending promotional emails concerning new products, special offers, or other information we believe may be of interest to you, using the email address you provided.
- Conducting occasional market research, with the possibility of contacting you via email, phone, fax, or mail.
- Customizing our website to better align with your interests.

Security

We are committed to ensuring the protection of your information. To prevent unauthorized access or leakage of information, we have implemented suitable physical, electronic, and managerial procedures to safeguard and secure the information collected online.

You have the capability to oversee the collection and use of your personal information while completing forms on our website. If you had previously agreed to the use of your personal information for direct marketing and wish to alter this preference, you can do so at any time by reaching out to us via email at "Healki24@gmail.com". Be assured, we do not sell, distribute, or lease your personal information to third parties unless we have obtained your explicit permission or are legally obligated to do so. However, we may use your personal information to send you promotional materials about third parties if you indicate a specific interest in receiving such information.

Under the Privacy Act 1988 (Cth), you have the right to request details about the personal information we hold about you. A nominal fee may apply for this service. To obtain a copy of your information, please contact us at "Healki24@gmail.com". If you believe any information we hold about you is inaccurate or incomplete, please promptly contact us via email or written correspondence at the provided address. We are committed to promptly addressing any inaccuracies identified in the information we hold about you.

Use of Cookies

A cookie is a compact file that seeks authorization to be placed on your computer's hard drive. Upon your agreement, the file is added, and the cookie aids in analysing web traffic or notifying you when you visit a specific site. These cookies empower web applications to tailor their operations based on your preferences by gathering and retaining information about your likes, dislikes, and needs. Our usage of traffic log cookies serves to identify the pages being visited, enabling us to amass data on web page traffic and enhance our website to better align with customer needs. This information is strictly employed for statistical analysis purposes, after which the data is eradicated from the system. In summary, cookies play a crucial role in improving our website by enabling us to monitor which pages are deemed useful and which are not. It's crucial to understand that a cookie does not provide us access to your computer or any information about you beyond the data you willingly share with us. You retain the option to accept or decline cookies. Although most web browsers automatically accept cookies, you can typically adjust your browser settings to decline cookies if you prefer. However, this may restrict your ability to fully experience and utilize all the features offered by the website.

Links to other Websites

Our website may contain links to other sites that could be of interest to you. Nevertheless, once you follow these links and depart from our site, it is crucial to recognize that we lack control over those external websites. Therefore, we cannot assume responsibility for the protection and privacy of any information you furnish while visiting such sites, as they operate independently and are not governed by this privacy statement. We recommend exercising caution and reviewing the privacy statement applicable to the specific website you are visiting.

18. Social Media Policies

I manage a personal Instagram or Facebook page dedicated to sharing family photos and connecting with personal friends. As a standard practice, I abstain from accepting current or former clients as friends on this personal page, aiming to preserve the boundaries of our therapeutic relationship. I prioritize the importance of privacy and safeguarding the potential compromise of your confidentiality. The link available on my website directs you to the Facebook page of my professional practice, where you can find my blog, Instagram updates, and details about upcoming events. I encourage you to engage with and follow my professional Instagram and Facebook page, providing a platform to read and share articles and posts. If you wish to provide feedback about sessions or groups, please be mindful that doing so may involve sharing personal information, and it might be prudent to use a pseudonym when doing so.

For inquiries related to articles, appointments, or upcoming events, I kindly request that you refrain from reaching out through Facebook posts or other online engagement methods, as such communication channels could potentially compromise your confidentiality. Instead, please direct your communication via email to "Healki24@gmail.com". In instances where I am engaged with a client or temporarily unavailable, please leave a message, and I commit to responding within 72 hours. You can also contact me directly through email at "Healki24@gmail.com".

In rare circumstances, such as a crisis or unexpected event, there may be a need for me to initiate contact with a client through search engines like Google or Facebook. Although this practice is highly infrequent and not a part of routine procedure, if concerns arise about your safety or if you miss an appointment and I am unable to reach you through standard communication methods (email or telephone), it becomes my responsibility to ensure your well-being. In such cases, rest assured that confidentiality will be maintained, thoroughly documented, and naturally discussed during our next session.

Occasionally, chance encounters may happen where I run into a client at places like a park, coffee shop, or local venue. To uphold your privacy and maintain professional boundaries, I refrain from approaching or acknowledging clients in such situations. However, if you notice me and wish to say hello, I will certainly reciprocate. The decision to disclose to your family and friends that I am your therapist is entirely yours; however, this choice should originate from you rather than me. Therefore, please do not take offense if you see me and I do not acknowledge you. Your confidentiality and comfort remain paramount in such situations.

Code of Conduct

As a remedial massage and holistic wellness practitioner, I adhere to the ANTA (Australian Natural Therapists Association) Code of Professional Ethics and Policy & Guidelines for Remedial Massage Therapy, which include:

- Ensuring any therapeutic intervention is intended to benefit the client, is appropriate, and is delivered in accordance with my training;
- Providing safe consultation and treatment facilities, ensuring discussions and treatments take place in a private setting, with the client's privacy and dignity protected at all times;
- Obtaining the client's informed consent before any examination or treatment, with sufficient information provided in plain language, including a discussion of treatment options, benefits, risks or side effects;
- Encouraging clients to ask questions before treatment begins, and informing them of their right to decline or stop treatment at any time;
- Clearly explaining which areas will be touched and why, and obtaining the client's permission before doing so;
- Respecting client boundaries: the client may remove or keep on as much clothing as they are comfortable with, and appropriate draping is used so that only the area being treated is undraped;
- Never engaging in any contact, touching, or gesture of a sexual nature; the breast and genital area are never touched or massaged, and a professional distance is maintained around these areas;
- Never conducting internal examinations under any circumstances;
- Basing the therapeutic relationship on mutual trust and respect, which must never be exploited within or outside the treatment setting;
- Referring clients to another appropriate health professional where competent service cannot be provided within my scope of practice.

This code of ethics extends beyond my professional endeavours and encompasses my personal values. My commitment to honesty, authenticity, kindness, compassion toward all individuals, and maintaining integrity reflects my personal ethics.

I appreciate your time in reviewing my policy, and if you have any inquiries, feel free to contact me at Healki24@gmail.com.