eyeYou – Master Terms & Conditions

Effective Date: 25th July 2026

This website (Site) is operated by eyeYou – Performance Psychology (ACN: 694 840 545) **('eyeYou', 'we', 'our'** or **'us').**

1. Structure, Scope & Variations

1. Consent: By accessing and/or using eyeYou.io (the "Site"), purchasing our digital products, or engaging our services, you agree to these Master Terms & Conditions and our Privacy Policy (collectively, the "Terms"). Please immediately cease using our Site if you do not agree to them.

2. Scope of Services: These Terms govern your access to and use of the Site, including:

    - Accessing free articles, research, and high-value downloadable resources.
    - Purchasing paid digital resources, step-by-step guides, or e-learning modules.
    - Completing public or proprietary psychometric assessments, profiles, and surveys.
    - Engaging eyeYou for individual coaching, team performance workshops, or organizational reviews.

3. Variations: We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms.

4. Content Changes: Materials and information on this Site (Content) are subject to change without notice. While we use reasonable attempts to ensure accuracy, we do not undertake to keep our Site strictly up-to-date and are not liable if any Content is inaccurate or out-of-date.

2. Site Use, Prohibited Conduct & Competitor Restrictions

1. Licence to Use: We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

2. Exclusion of Competitors: You are strictly prohibited from using our Site, including the Content, in any way that competes with our business.

3. Prohibited Conduct: You must not do or attempt to do anything that is unlawful, prohibited by any applicable laws, or which might bring us or our Site into disrepute . This includes, without limitation:

    - Breaching an individual's privacy or legal rights (including uploading private information without consent).
    - Using our Site to defame, harass, threaten, menace, or offend any person.

- Interfering with, tampering with, or modifying our Site, or knowingly transmitting viruses, trojan horses, or disabling features.
- Sending unsolicited email messages or facilitating third parties to commit prohibited acts.

4. **Third-Party Sites:** Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse, or approve, and are not responsible for, the content on those websites.
5. **Discontinuance & Exclusion:** We may, at any time and without notice to you, discontinue our Site, in whole or in part, or exclude any person from using our Site at our sole discretion, without liability.

3. Digital Content Purchases & Downloadable Resources

1. **License Grant:** Upon purchasing or downloading digital resources (e.g., PDFs, walkthroughs, checklists, e-learning modules) from our resource hub, eyeYou grants you a non-exclusive, non-transferable, personal-use licence.
2. **Intellectual Property Protection:** Unless otherwise indicated, we own or licence all rights, title, and interest (including intellectual property rights) in our Site and Content. Your access does not grant or transfer any rights to you. You must not:
    - Copy, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any Content to a third party.
    - Cause Content to be framed or embedded in another website, or create derivative works from the Content.
3. **Refund Policy:** Your premium report is delivered instantly and opens as soon as you buy it, so we don't offer refunds for change of mind. If a technical fault on our side stops you accessing a premium report you've paid for, and we can't fix it within a reasonable time, we'll refund you in full. Contact us at welcome@eyeyou.io or through our contact page. Nothing in these terms limits your rights under the Australian Consumer Law.

4. Assessment Platform & Psychometric Tools

1. **Informational & Non-Clinical Purpose:** Public "demo" assessments and B2B psychometric reports provide performance and behavioural insights grounded in evidence-based psychometrics, and performance psychology. They do not constitute clinical psychological diagnosis, psychiatric evaluation, or medical advice.
2. **Account Security:** You are responsible for maintaining the confidentiality of your login credentials for any test-taker dashboard or portal.
3. **Proprietary Scoring & IP:** All algorithms, test items, visual reporting formats, survey tools, source code, and custom metrics hosted on eyeYou.io are proprietary IP owned exclusively by eyeYou Pty Ltd.

5. Consulting, Coaching, and Workshop Services

1. **Professional Scope:** Coaching (Executive, High Performance, ADHDer Success, Team Performance) and organisational reviews (Culture Reviews, Psychosocial Consultations) are rendered under agreed project scopes or program packages.

2. **Professional Boundaries:** While delivered by an AHPRA-registered psychologist, performance coaching is an educational and strategic partnership, not clinical psychotherapy.

3. **Rates & Billing:**

    - Standard consulting charge rates are provided upon request and in proposing deliverable work.

    - Discounted charge rates may apply at the discretion of the business owner and team members.

    - Fixed coaching programs (e.g., 3-session or 6-session packages) and staged consulting projects are billed as agreed prior to session commencement, usually upon phase completion, and/or monthly.

4. **Cancellation Policy:** Coaching or consultation sessions cancelled with less than 24 business hours' notice may incur the full session fee.

6. Warranties, Limitation of Liability & Indemnity

1. **Consumer Guarantees (ACL):** Nothing in these Terms excludes, restricts, or modifies any guarantee, right, or remedy implied by the *Competition and Consumer Act 2010* (Cth) that cannot be lawfully excluded.

2. **Warranties & Disclaimers:** To the maximum extent permitted by law, we make no representations or warranties about our Site or Content, including that access will be uninterrupted, error-free, secure, or complete. You read, use, and act on our Site and Content at your own risk.

3. **Limitation of Liability:** To the maximum extent permitted by law, we are not responsible for any loss, damage, or expense (direct or indirect) suffered by you or any third party arising from your use of our Site, Content, digital downloads, or service outages. Where liability cannot be excluded, our total liability is limited to re-supplying the service or digital product, or refunding the fee paid for that specific product/service.

4. **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, breach of these Terms, or violation of any applicable laws. This indemnity is a continuing obligation, independent from other obligations, and continues after these Terms end.

7. Dispute Resolution Process

1. **Notice of Dispute:** In the event of any dispute arising from or in connection with these Terms ("Dispute"), the party claiming there is a Dispute must give written notice to the other party setting out details and proposing a resolution.

2. **Good Faith Negotiation:** Within 7 days after receiving notice, senior executives or managers from both parties (with authority to resolve the dispute) must meet at least once to attempt to resolve the Dispute in good faith.

3. **Litigation Threshold:** If the parties do not resolve the Dispute (or agree on an alternate resolution method) within 21 days after receipt of the notice, either party may refer the Dispute to litigation.

8. Governing Law, Severance & International Access

1. **Governing Law:** Your use of our Site and these Terms are governed by the laws of Victoria, Australia. You submit to the exclusive jurisdiction of the courts located in Victoria.

2. **International Access:** Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws of any country outside Australia; if you access our Site from outside Australia, you do so at your own risk and are responsible for local compliance.

3. **Severance:** If any provision of these Terms is held to be void, invalid, or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid. If reading down is not possible, the provision (or part of it) is severed without affecting the remaining provisions.

9. Contact Information

For any questions, notices, or inquiries regarding these Master Terms & Conditions, please contact us at:

eyeYou – Performance Psychology / eyeYou Pty Ltd ACN: 694 840 545

Email: hello@eyeyou.io

Last update: 22nd October 2026