

Positive Medicine – Terms and Conditions

Effective Date: [Insert Date]

1. Our Services

Positive Medicine provides educational programmes designed to support health, wellbeing, personal development, and behaviour change.

Services may include:

- Online learning modules
- Educational videos and resources
- Digital workbooks and journals
- Live webinars and group learning sessions
- Access to online communities
- Optional Health Coach sessions
- Optional consultations with a Positive Medicine Doctor
- Other educational or support services offered from time to time

Certain services may incur additional fees and are not included within programme enrolment unless expressly stated.

2. Eligibility

To participate in our programmes, you must:

- Be at least 18 years of age, or have the consent of a parent or legal guardian where legally permitted;
- Provide accurate and complete registration information;
- Be capable of entering into a legally binding agreement.

You are responsible for maintaining the confidentiality of your account details and login credentials.

3. Educational Purpose of Positive Medicine

Positive Medicine programmes are educational in nature and are designed to support understanding, self-reflection, behaviour change, and the development of skills that may promote health and wellbeing.

The information provided through Positive Medicine is intended for general educational purposes only and should not be relied upon as medical advice.

Participation in a Positive Medicine programme does not create a doctor-patient relationship, therapeutic relationship, or other clinical relationship unless expressly

agreed through a separate clinical engagement process.

4. Health and Medical Disclaimer

Positive Medicine does not provide emergency medical services.

The information, tools, coaching, educational materials, webinars, and resources provided through our programmes:

- Are not intended to diagnose, treat, cure, or prevent any medical condition;
- Are not a substitute for professional medical advice, diagnosis, or treatment;
- Should not replace care provided by your own healthcare professionals.

You should continue to consult your doctor or other appropriately qualified healthcare provider regarding any medical concerns, symptoms, diagnoses, medications, or treatment decisions.

You should never disregard, delay, or discontinue medical advice from a healthcare professional because of information obtained through a Positive Medicine programme.

If you experience new, worsening, or concerning symptoms, you should seek appropriate medical advice promptly.

In the event of a medical emergency, contact emergency services or seek urgent medical attention immediately.

5. Optional Health Coach and Doctor Services

Positive Medicine may offer optional sessions with Health Coaches or Positive Medicine Doctors.

These services may attract additional fees.

Health Coaching services are intended to provide:

- Education
- Accountability
- Goal setting
- Behaviour change support
- General wellbeing support

Health Coaching is not medical treatment and should not be relied upon as a substitute for professional healthcare.

Where a Positive Medicine Doctor provides educational support within a programme, this does not create a doctor-patient relationship.

A doctor-patient relationship only exists where a separate clinical consultation has been arranged and all applicable professional, regulatory, consent, and clinical requirements

have been met.

6. Informed Participation

By participating in a Positive Medicine programme, you acknowledge and agree that:

- Participation is voluntary;
 - You remain responsible for your own health and wellbeing decisions;
 - Any actions you take based on programme content are undertaken at your own discretion;
 - Individual experiences and outcomes will vary;
 - Positive Medicine does not guarantee specific results or outcomes;
 - You will seek appropriate professional advice when required.
-

7. Fees and Payment

Programme fees are displayed at the time of purchase.

Full payment must be received before access to programme content is granted unless otherwise agreed.

All prices are stated in the currency of the purchaser.

Applicable taxes will be included where required by law.

8. Refund Policy

Due to the immediate availability of digital content and programme materials, refunds are generally not available once access has been granted.

However, nothing in these Terms excludes or limits any rights or remedies available under New Zealand consumer protection legislation, including the Consumer Guarantees Act 1993 and Fair Trading Act 1986.

Requests arising from exceptional circumstances may be considered at our discretion.

9. Webinars, Group Sessions and Community Participation

Participants are expected to contribute to a respectful, safe, and supportive learning environment.

Participants must not:

- Harass, bully, intimidate, or discriminate against others;
- Share offensive, unlawful, or inappropriate content;
- Disrupt programme activities;
- Promote unrelated products or services without permission;
- Share confidential information disclosed by other participants.

Participants are encouraged to respect the privacy of others and maintain confidentiality regarding personal information shared during webinars, coaching sessions, or group discussions.

Positive Medicine reserves the right to suspend or remove participants whose conduct is considered inappropriate, harmful, or disruptive.

10. Recording of Sessions

Positive Medicine may record webinars, workshops, group sessions, or other programme activities for quality assurance, training, educational purposes, or future participant access.

By participating in these sessions, you consent to such recordings.

Participants who do not wish to appear in recordings may choose to disable their camera where appropriate.

Participants must not record programme sessions without prior written permission from Positive Medicine.

11. Intellectual Property

All programme content remains the intellectual property of Positive Medicine unless otherwise stated.

This includes:

- Videos
- Course materials
- Journals
- Workbooks
- Worksheets
- Presentations
- Resources
- Branding
- Logos
- Graphics
- Written content

Participants are granted a limited, non-exclusive, non-transferable licence for personal use only.

Participants must not:

- Copy;
- Reproduce;
- Sell;
- Distribute;
- Publish;
- Share;
- Modify; or
- Commercially exploit

any programme materials without written permission.

12. Technology and Platform Availability

Positive Medicine uses third-party platforms and technology providers to deliver programme content.

While we make reasonable efforts to ensure availability, we do not guarantee uninterrupted access.

Access may occasionally be affected by:

- Maintenance;
 - Platform outages;
 - Internet disruptions;
 - Technical issues;
 - Events outside our reasonable control.
-

13. Privacy

We collect, store, and use personal information in accordance with our Privacy Policy and applicable privacy legislation.

By participating in our programmes, you consent to the collection and use of your personal information as described in our Privacy Policy.

Please refer to our Privacy Policy for further information.

14. Electronic Communications

By enrolling in a Positive Medicine programme, you consent to receiving communications electronically.

These communications may include:

- Programme information;
- Webinar invitations;

- Educational content;
- Administrative notices;
- Account notifications;
- Service updates.

You may unsubscribe from marketing communications at any time, although essential programme communications may still be sent.

15. Limitation of Liability

To the maximum extent permitted by law, Positive Medicine shall not be liable for any indirect, incidental, special, consequential, or exemplary damages arising from participation in our programmes.

Our total liability for any claim relating to a programme shall not exceed the amount paid by the participant for that programme.

Nothing in these Terms limits any rights that cannot legally be excluded under New Zealand law.

16. Indemnity

You agree to indemnify and hold harmless Positive Medicine, its directors, employees, contractors, coaches, doctors, and representatives from any claims, losses, liabilities, costs, or expenses arising from:

- Your breach of these Terms;
 - Your misuse of programme materials;
 - Your violation of any applicable law; Any actions taken by you based upon programme information.
-

17. Force Majeure

Positive Medicine shall not be liable for any delay, interruption, or failure to perform its obligations where such delay or failure results from events beyond our reasonable control.

These events may include:

- Natural disasters;
- Epidemics or pandemics;
- Government actions;
- Internet outages;
- Power failures;
- Platform failures;
- Illness of presenters;
- Industrial disputes; or

- Other unforeseen circumstances.
-

18. Changes to Programmes

Positive Medicine may update, modify, replace, or improve programme content from time to time.

We reserve the right to discontinue or amend programme features where reasonably necessary while maintaining the overall nature and purpose of the programme.

19. Changes to These Terms

We may amend these Terms and Conditions from time to time.

Updated versions will be published on our website and will take effect upon publication unless otherwise stated.

20. Complaints

If you have concerns or wish to make a complaint, please contact:

hello@positivemedicine.com

We will acknowledge receipt of your complaint and seek to resolve it within a reasonable timeframe.

21. Governing Law

These Terms and Conditions are governed by the laws of New Zealand.

Any dispute arising from these Terms shall be subject to the non-exclusive jurisdiction of the courts of New Zealand.