



Terms and Conditions of Divergent Futures

This version is dated and was last modified on 15/1/2024.

These terms and conditions apply to all contracts between Divergent Futures and the customer in regards to workshops, trainings, and webinars.

Service definition

Divergent Futures offers the following services: workshops, trainings, resources, and webinars which can be delivered face to face or online. Customers can also purchase recordings of workshops, trainings, and webinars.

Agreement

Registration for workshops, trainings, and webinars is performed through the online service Tickettailor on our website. Customers are required to pay directly after registration to finalise the registration process.

Purchase of access to recorded Divergent Futures workshops or webinars is done through the online service Tickettailor on our website. Customers are required to pay directly after registration to receive the link to the recording which is valid for a limited time. This link is personal and cannot be shared with others. Customers are strictly prohibited from recording or broadcasting audio or video or any part of the recorded material. By clicking on the link, the customer affirms that they will not, in any form, record any part of the workshop, webinar, or consultation.

Payment

Divergent Futures uses Tickettailor for registration and payment of services purchased through our website. Customers are required to register and pay at the same time. Once you complete your registration and payment you will receive an email confirmation of your registration together with a receipted Tax Invoice from Tickettailor. Tickettailor offers payment via Stripe, Paypal and Applepay. Your bank or creditcard statement will show a charge to Divergent Futures.



Changes, Cancellation and Refund Policy

Cancellation by customers

Pre-recorded webinars, workshops, & trainings

Customers purchasing a recorded Divergent Futures webinar cannot receive a refund after the link with access to the recording has been sent. By accepting these terms and conditions customers agree to waive the cooling off period.

Live webinars, workshops, & trainings

Face to Face Neurodiversity Affirming EMDR Workshops

When a ticket for a Neurodiversity Affirming EMDR Workshop is purchased, the customer is automatically sent a link to the 4-hour pre-recorded training material. For this reason, full-refunds cannot be provided. Cancellations are to be submitted via email. Refundable amount is based on the following terms:

- Notified of cancellation more than 40 days before the event: Refund, lesser a \$100 fee for the pre-recorded content and a \$50.00 administration fee per person.
- Notified of cancellation between 39 and 20 days before the event: 50% refund, lesser a \$100 fee for the pre-recorded content and a \$50.00 administration fee per person.
- Cancellations made within 19 days of the scheduled start date of the workshop are not refundable, but may be transferred in full to one other person to attend the same workshop. We must be advised of the full details of your substitute person prior to the start of the workshop and you must pass onto this person all materials that you have received. Refunds cannot be made for non-attendance, for whatever reason.



Other webinars, workshops, & trainings

For face to face and online workshops, trainings, and webinars refunds are given for cancellations received in writing or email more than 50 days before the workshop or webinar start date, less a \$50.00 administration fee per person. Cancellations made within 49 and 21 days of the scheduled start date of the workshop are given 50% refund. Cancellations made within 20 days of the scheduled start date of the workshop are not refundable, but may be transferred in full to one other person to attend the same workshop. We must be advised of the full details of your substitute person prior to the start of the workshop and you must pass onto this person all materials that you have received. Refunds cannot be made for non-attendance, for whatever reason.

Changes and cancellation by Divergent Futures

Divergent Futures reserves the right to make any reasonable changes to the service such as but not limited to cancel, reschedule or change a face-to-face workshop or training into online, change the venue of the event as well as the substitution of an alternative presenter if the advertised presenter is not available, without notice at any time. This can be done for reasons such as but not limited to: pandemic restrictions or safety or the trainer and customers, other disasters, sudden unavailability or a trainer or not having sufficient registrations that meet the minimum number. In the event of any changes, we will attempt to contact you at the earliest opportunity using the contact information supplied by you at the time of booking. It is your responsibility to ensure these details are accurate and to regularly check your email for any notification of changes. In case of cancellations registrants will receive a full refund. Divergent Futures will not be responsible for any cost other than any payment for the workshop registration.



Privacy

Divergent Futures handles the personal information provided by customers according to our privacy policy 2024. By accepting the Terms and Conditions you are accepting this Privacy Policy, and you are consenting to our collection, use, disclosure, retention, and protection of your personal information as described in this Privacy Policy.

Intellectual property

Divergent Futures holds the intellectual property for the content of workshops materials. Participants are not allowed to use any materials for other than personal use or to copy or distribute to others.

Grievance process

Should any participant, trainee, or consultee have questions, concerns or complaints, they should contact either Anna Clarke (anna@divergentfutures.com) or Monique Mitchelson (monique@divergentfutures.com). We will send a written response to these questions, concerns or complaints within 15 business days. Any ethical concerns can be directed to AHPRA (the Australian Health Practitioner Regulation Agency) at www.ahpra.gov.au.

Changes to the terms and conditions

Divergent Futures intends to develop and enhance services continuously and we will update these Terms and Conditions from time to time as required. The new version (the current version date is under the heading of this document) will take effect immediately. We can change these Terms and Conditions at any time by posting the updated terms to the Site. The updated terms will take immediate effect. We will keep prior versions of these Terms and Conditions archived. We encourage you to check this page regularly and review any updates. This document was last modified on 15th January 2024.

Privacy Policy of Divergent Futures

This version is dated and was last modified on 15/1/2024.

This Privacy Policy outlines our practices relating to the collection, use, disclosure and storage of your personal and sensitive information. Personal and sensitive information relates to information about an individual that makes the identity of an individual reasonably apparent. Unless you give us explicit consent otherwise, we will act in accordance with this Privacy Policy with regard to our collection and use of your personal and sensitive information.

Our commitment to your privacy

At Divergent Futures we are committed to and are responsible for keeping the personal and sensitive information you provide to us secure. We take all reasonable precautions to protect the personal and sensitive information we hold about you from misuse and loss and from unauthorised access, modification or disclosure.

The information we collect or receive

Online registration

Divergent Futures uses the Tickettailor Service for registration and payment. Tickettailor processes the customers' and event attendees' personal information solely on Divergent Future's behalf (as "processor") and does not have the right to use information. Please view here Tickettailor's privacy policy https://www.tickettailor.com/privacy-policy/#information_we_may_collect

Divergent Futures can access customers information through a personal Tickettailor account. We use the information to enable you to attend the workshop such as to confirm your eligibility to attend our workshop and webinars (e.g. Registered Health Professional status), and to provide you with the following: workshop details, pre-workshop materials, personalised workshop materials, post-workshop follow-up information. Participants



information is uploaded into a OneDrive folder to enable remote access by Divergent Futures administrative staff to generate attendees lists or certificates of attendance.

Storage

After the event, hardcopies with personal information are destroyed. The customers information is removed from Tickettailor and then only stored on the Divergent Futures secure OneDrive account.

Payment

Customers can chose to use Stripe or Paypal for payment processing and personal information such as credit card details is dealt with according to their privacy policies. Ticket Service generates a tax receipt with the customers name and address but does not have access to credit card or banking details. Divergent Futures does not have access to credit card or banking details.

Registration via email

When customers register via email or outside the Tickettailor platform, their information is stored in OneDrive and dealt with in the same way. An invoice is generated through the accounting system Xero and this invoice is paid via bank transfer. The customer's name and address is then stored in Xero and after payment Xero generates a receipt.

Email

Personal information shared via email regarding workshops or webinars is only stored until the matter discussed is dealt with and then deleted. Divergent Futures uses an Outlook email account.

Storage

Your information is stored solely to enable us to keep our agreement, except when legally required, for example for tax purposes. Customers information about workshop, webinars, and consultation is kept for 15 years to enable customers to receive for example a replacement Certificate of Attendance. Customers information in Xero regarding payment processing



is stored for 7 years according to tax regulations. Personal information of which the storage term has passed or which is no longer needed, will be destroyed.

Safety

We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with this privacy policy. All information you provide to us is stored on our secure servers. Any payment transactions will be carried out by third parties over encrypted connections using SSL technology. Service providers with access to your personal information are according to their contracts, obligated to handle your information confidentially and safely. Mobile phones, ipads, and computers are protected by a password. When a usb stick is used it is protected by a password and the data are deleted after use. Passwords to access phones, email, computers are not automatically filled in and are changed periodically. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of your data transmitted to our site and any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access. Sharing your information We will only disclose your personal and sensitive information in the following circumstances:

- when we have your consent;
- to third parties where necessary for us to provide our services to you, or where you have expressly asked us to do so for the purposes of them or us providing further services. These third parties may include, without limitation, banks and payment processors;
- to comply with any law enforcement agency, judicial proceeding, court order, or legal process in any jurisdiction that is investigating any breach or suspected breach of any law in any jurisdiction regarding your identity or other personal and sensitive information provided by you to us;
- where disclosure is reasonably necessary to enforce our agreements with you or any rights we have, including investigation of potential



violations, or to detect, prevent, or investigate a matter relating to security, fraud or other technical issues;

- where disclosure is reasonably necessary to protect Divergent Futures rights or intellectual property or to protect the safety of Divergent Future's employees, users or the public as required or permitted by law; or
- where we are otherwise permitted by law to disclose your personal and sensitive information.

Unless explicitly provided for otherwise in this Privacy Policy, this Privacy Policy only applies to the way we use, store, maintain or disclose the personal data we collect from you. We have no control over the privacy policies of third parties that may apply to you.

How you may access your information

Copies of your personal and sensitive information which we hold may be reasonably requested by contacting us via email at info@divergentfutures.com. We may charge you for the costs for this or refuse, in our sole discretion, to provide you access to your personal and sensitive information which we hold, where such refusal is permitted by the Privacy Act 1988 (Cth), the Australian Privacy Principles.

Contacting us

If you have any queries in relation to this Privacy Policy, or if you would like to request access to your personal and sensitive information or have a complaint about a breach of privacy, then please contact us at info@divergentfutures.com Alternatively, any person may make a complaint to the Privacy Commissioner.

The Office of the Australian Information Commissioner may be contacted on: Tel: 1300 363 992

E-mail enquiries@oaic.gov.au

postal address at: GPO Box 5218 Sydney NSW 2001

online at: www.oaic.gov.au.



Changes to this Privacy Policy

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