



The Wagon — Terms & Conditions (Terms of Use)

Effective date: 19 December 2025

Website: thewagon.com.au / thewagon.au

Program name: The Wagon (“Program”)

Provider: Jay Beckley (Psychologist) trading as The Wagon (“we”, “us”, “our”)

1) Acceptance of these Terms

By creating an account, purchasing, enrolling in, accessing, or using the Program, you agree to these Terms. If you do not agree, do not use the Program.

2) Who the Program is for

You confirm that:

- You are **18 years or older**, and
- You have the legal capacity to enter into this agreement, and
- You will provide accurate, up-to-date information when registering.

3) Important safety and non-crisis notice

The Wagon is **not** a crisis, emergency, or after-hours service.

If you are in immediate danger or at risk of harm to yourself or others, call **000 (Australia)** or your local emergency number. If you are experiencing severe withdrawal symptoms or medical concerns, seek urgent medical care.

4) Nature of the Program (Psychoeducation, not therapy)

The Program provides **online psychoeducation** and self-help learning content relating to behaviour change, relapse prevention, triggers, cravings, coping skills, and wellbeing.

The Program:

- is **not** a substitute for medical care, diagnosis, or treatment,
- is **not** a substitute for individual psychological therapy,
- does not establish a psychologist-client relationship by itself, and
- does not provide personalised clinical advice.

You are responsible for your decisions and actions.

5) Health and suitability disclaimer

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You agree that you will not rely on the Program as your only source of support if you need medical or mental health care. If you have concerns about alcohol/drug withdrawal risk, medication interactions, severe mental illness, or safety, you should seek professional support.

6) Accounts, access, and security

- You must keep your login details confidential and secure.
- You are responsible for all activity under your account.
- You must notify us immediately if you suspect unauthorised access.
- We may suspend or terminate access if we reasonably believe your account has been compromised or misused.

7) One-person licence and acceptable use

Unless we explicitly agree otherwise in writing:

- Your enrolment is a **single-user licence** for your personal use only.
- You must not share your login, stream the content publicly, or allow others to access the Program through your account.

You must not:

- copy, record, download (except where we provide downloads), reproduce, distribute, publish, or resell Program materials,
- bypass paywalls, access controls, or security features,
- use the Program for unlawful, harmful, or abusive purposes,
- post or transmit content that is defamatory, threatening, harassing, or infringes someone else's rights.

8) Intellectual property

All Program content (videos, text, worksheets, slides, branding, logos, and materials) is owned by us or our licensors and is protected by intellectual property laws. You receive a limited, non-transferable, revocable licence to access the Program for personal use during your access period.

9) Purchases, pricing, and taxes

Prices are shown at checkout (or on our website). Taxes (including GST, if applicable) may be added where required by law. You authorise us (and our payment providers) to charge your chosen payment method.

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10) Refunds and cancellations

Our refund policy depends on the offer you purchase. Unless stated otherwise at the time of purchase:

Refund policy

- Due to the digital nature of the Program and immediate access to content, **we do not offer refunds** except where required by Australian Consumer Law.

Nothing in these Terms limits your rights under **Australian Consumer Law**.

11) Access period and changes to the Program

Your access period is 24 months from the date of enrolment. During this time we may update, improve, or modify content and platform features over time. We do not guarantee that any specific lesson, feature, or format will remain available indefinitely.

12) Platform and third-party services

The Program may be delivered via third-party platforms (e.g., learning management systems, payment providers). Your use of those platforms may also be subject to their terms. We are not responsible for outages or issues caused by third-party services, but we will take reasonable steps to restore access.

13) Communications

By creating an account or purchasing, you consent to receive essential service emails (e.g., enrolment, access, receipts, password reset). You may be able to opt out of non-essential marketing communications.

14) Community features and user content (if enabled)

If any community, comments, or discussion features are enabled:

- You are responsible for what you post.
- Do not share identifying personal information you do not want others to see.
- We may remove content or restrict access at our discretion to maintain safety and compliance.

15) No guarantees

We do not guarantee outcomes. Progress and results vary based on many factors, including your circumstances, effort, and support.

16) Limitation of liability

To the maximum extent permitted by law:

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- We are not liable for indirect or consequential losses (including loss of profit, data, or opportunity).
- Our total liability for any claim relating to the Program is limited to the amount you paid for the Program in the **3 months** prior to the event giving rise to the claim (or the minimum required by law, if greater).

Nothing in these Terms excludes consumer guarantees or rights that cannot be excluded under law.

17) Indemnity

You agree to indemnify us against losses, damages, and expenses arising from your misuse of the Program, your breach of these Terms, or your unlawful conduct.

18) Suspension and termination

We may suspend or terminate your access without refund if you:

- breach these Terms,
- share access or distribute content unlawfully,
- misuse the platform or harass others,
- engage in fraudulent or unlawful activity.

19) Changes to these Terms

We may update these Terms from time to time. The version in effect at the time you continue using the Program will apply. We may notify users of material changes via the platform or email.

20) Governing law

These Terms are governed by the laws of **Queensland, Australia** (and applicable Commonwealth laws). You submit to the non-exclusive jurisdiction of the courts of Queensland.

21) Contact

Questions about these Terms or the Program can be sent to:

Email: learn@thewagon.com.au

Business name: The Wagon / Jay Beckley

22) Privacy

Your personal information is handled according to our Privacy Statement:

<https://www.thewagon.com.au/privacy-statement>

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