

Neurobalance Clinic Terms & Conditions

Neurobalance Clinic Pty Ltd (ABN 46 678 051 815)
Level1, 484 Albany Highway, Victoria Park WA 6100
Email: admin@neurobalance.clinic

1. Scope

These Terms & Conditions ("Terms") apply to all products and services offered by Neurobalance Clinic, including BrainTap programs, PEMF sessions, NeuralChek HRV Assessments, combined programs, workshops, and BrainTap headset sales. By booking or purchasing, clients acknowledge they have read and agree to these Terms.

2. Program Structure

a. Programs currently offered include:

- Structured Reset Program (Standard): 20 BrainTap sessions + 6 HRV assessments (3 pre/post appointments).
- Dual-Tech Recovery Program (Premium): 20 BrainTap + 20 PEMF sessions, stacked together, + 6 HRV assessments (3 pre/post appointments).
- Family Calm Program: 20 BrainTap sessions + 6 HRV assessments for one participant, and 10 BrainTap sessions + 4 HRV assessments for a second participant.

b. All programs include an initial HRV baseline assessment, used to structure the treatment timetable.

c. Session frequency is based on HRV results and best-practice guidelines, and may range from daily sessions to a steadier weekly schedule.

d. Sessions must be completed within the agreed timeframe (generally 10–12 weeks unless otherwise documented).

3. Payments & Payment Plans

a. All In-Clinic programs are purchased via the MindBody Lounge website. Full payment is required before commencement.

b. All On-Site programs are invoiced directly through Neurobalance Clinic. Payments may be made by bank transfer (no fee) or via Stripe (1.7% + \$0.30 domestic fee; international rates vary). Stripe fees are non-refundable and are added on top of the program price.

c. Headset sales: Neurobalance Clinic is an affiliate partner of BrainTap Technologies, Inc. Headsets are purchased directly through BrainTap Technologies, Inc. and are subject to their terms and conditions of sale.

d. Clients who purchase through Neurobalance Clinic's affiliate link receive access to Neurobalance Clinic's support services and Resources Library, but all financial transactions, payment plans, and warranties are managed directly by BrainTap Technologies, Inc.

4. Refunds, Credits & Deferrals

a. Change-of-mind refunds are not offered under Australian Consumer Law.

b. Refunds are only provided for major failure (see definition below) or defective products under manufacturer warranty.

c. If a client cannot continue due to health reasons, Neurobalance Clinic may offer a credit (not cash refund). Credits expire six months from original payment.

d. Major failure (ACL): A service is unfit for purpose, cannot be remedied within a reasonable time, or would not have been purchased had the failure been known.

5. Cancellations, Missed Sessions & Expiry

a. No-shows without notice count as used sessions.

- b. Programs must be completed within the timeframe advised at intake, based on HRV data and best-practice scheduling.
- c. If more than six weeks elapse between sessions, re-testing is required (see Section 6).
- d. Credits for unused sessions expire six months from date of purchase.

6. Re-Testing Fee

- a. Programs paused for longer than six weeks require re-testing to ensure valid data and program safety.
- b. Re-testing fee: \$119 (covers new NeuralChek assessment and apparatus session).

7. Warranty & Returns (BrainTap Headsets)

- a. Neurobalance Clinic is an affiliate partner of BrainTap Technologies, Inc.
- b. All headset purchases, payment plans, warranties, and returns are handled directly by BrainTap Technologies, Inc. under their terms and conditions of sale.
- c. Neurobalance Clinic provides support services and access to the Resources Library for clients who purchase through our affiliate link but is not responsible for the financial transaction or warranty process.

8. Health & Medical Disclosures

- a. Neurobalance Clinic services are complementary and non-medical; they are not intended to diagnose, prevent, or treat medical conditions.
- b. Clients must disclose all relevant health conditions at intake and confirm they are medically fit to participate. Where there is uncertainty, clients must seek clearance from a medical professional before commencing.
- c. Contraindications and medical considerations (BrainTap):
 - i. Definite contraindications: photosensitive epilepsy, uncontrolled seizures, severe psychiatric instability.
 - ii. Medical clearance required before participation: brain injury or concussion, light sensitivity, certain neurological conditions, or use of medications that lower seizure threshold.
- d. Contraindications and medical considerations (PEMF):
 - i. Definite contraindications: pregnancy, pacemakers, implanted medical devices.
 - ii. Medical clearance required before participation: active cancer, uncontrolled heart conditions, recent surgery, or other neurological conditions.
- e. Contraindications and medical considerations (NeuralChek HRV assessments):
 - i. Definite contraindications: individuals with implanted cardiac devices (pacemakers, defibrillators).
 - ii. Medical clearance required before participation: unstable arrhythmias, uncontrolled cardiovascular disease, or recent cardiac events.
- f. If a client's medical condition changes during the course of a program (for example, new diagnosis, medication change, or surgery), it is the client's responsibility to inform Neurobalance Clinic before continuing sessions so suitability can be reassessed.
- g. If a client experiences any ill effects, discomfort, or adverse response during a session, they must immediately notify staff, and the session will be paused or ceased as appropriate. Further participation may be subject to medical clearance.
- h. The responsibility for seeking medical clearance, both at commencement and if health circumstances change, lies with the client.

9. Privacy & Data

- a. Personal and HRV/NeuralChek data is securely stored (password-protected) and accessible only by Lauren Rogers.
- b. Clients may request a copy of their report. Raw HRV test data is not routinely shared and is retained securely for clinical and research purposes.

c. Clients may request deletion of identifiable data; anonymised data may be retained for research.

d. Data will not be shared with third parties except as required by law.

10. Stripe Fees & Payment Processing

a. Payments processed via Stripe incur a 1.7% + \$0.30 fee for domestic cards (international rates vary).

b. Stripe fees are added on top of the program price and are non-refundable if a program is cancelled.

c. Bank transfer is available at no additional fee.

11. Workshops

a. Workshop bookings are subject to specific terms disclosed at the time of booking, which may vary by event.

12. Acceptance

a. By paying for services or products, clients confirm they have read, understood, and agreed to these Terms & Conditions.