

## **Terms and Conditions**

This website of Perth Weight Clinic.com.au is owned and controlled by Dr Mark Mellor (ABN 70 112 998 708)

Whenever you (as a patient of a medical practitioner engaged by Perth Weight Clinic or a potential patient) access or use this website in consideration for Perth Weight Clinic allowing you to access or use the website, you agree to this Website Use Terms & Conditions & Privacy Policy ("Website Policies & Terms"). You acknowledge that you have read and accepted these Website Policies & Terms.

### **1. OVERVIEW**

**1.1** This website [www.perthweightclinic.com.au](http://www.perthweightclinic.com.au) and related mobile applications ("the Website") have been created and are owned and controlled by Perth Weight Clinic.

**1.2** The terms and conditions, together with Perth Weight Clinic Privacy Policy, govern your access to and use of the Website.

**1.3** Whenever you access or use the Website and in consideration for Perth Weight Clinic allowing you access to or use of the Website, you agree to these Website Policies & Terms.

**1.4** We may change these Website Policies & Terms at our discretion. By continuing to access or use this Website, you accept these Website Policies & Terms as they apply, including as amended, from time to time.

**1.5** These Website Policies & Terms or any part of these Website Policies & Terms do not constitute medical advice.

### **2. HEALTH CARE SERVICES**

**2.1** Perth Weight Clinic provides in-person consultations at Connolly Drive Medical Centre only.

### **3. USER ACCOUNT**

**3.2** To create an account and become a registered user, you must:

**3.2.1** be over 18 years of age;

**3.2.2** provide all of the required details. Perth Weight Clinic will deal with this information in accordance with its Privacy Policy;

**3.2.3** reside in Australia;

**3.2.5** agree to these Website Policies & Terms.

**3.3** You must ensure that all of your information supplied to Perth Weight Clinic remains accurate and up to date.

**3.4** You must maintain the confidentiality of your username and password and must not authorise others to use your account. You are responsible for all activities conducted through your account. If you believe someone has gained unauthorised access to your account, you must contact Perth Weight Clinic immediately via [info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au)

**3.5** Perth Weight Clinic may disable your account or use of the Website without notice and for any reason.

## **1. USE OF WEBSITE**

**4.1** You must only access and use the Website in accordance with

**4.1.1** these Website Policies & Terms;

**4.1.2** all applicable laws and regulations.

**4.2** You agree to not:

**4.2.1** use a false identity or provide false details to Perth Weight Clinic;

**4.2.3** send, upload or transmit any illegal information or material, offensive material, viruses, worms, spyware or other similar codes via the Website;

**4.2.4** use the Website to cause harm or offence to any other person;

**4.2.5** use the Website in any way that will infringe any third party's rights;

**4.2.6** do anything which will or might affect, cause damage to, disrupt or interfere with the operation and system of the Website;

**4.2.7** attempt to derive the source code of the Website or any part of it or reverse engineer any of the systems or technologies used to create or operate the Website;

**4.2.8** copy, reproduce, publish, exploit or use any part of the Website for the purpose of creating or operating an online platform similar to the Website or for any other purpose other than as expressly permitted under these Website Policies & Terms;

**4.2.9** use the Website in a way that might cause damage or loss to Perth Weight Clinic or affect its brand or reputation;

**4.2.10** use the Website for commercial purposes;

**4.2.11** allow or assist anyone else to carry out the above mentioned activities;

**4.2.12** violate or breach any of these Website Policies & Terms or any laws which relate to them.

**4.3** You agree to indemnify Perth Weight Clinic and each of the officers, employees, agents, contractors, suppliers and licensors of Perth Weight Clinic in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Website Policies & Terms, or any other default or wrongful conduct in relation to the subject matter of these Website Policies & Terms, on the part of you or any of your officers, employees, agents, contractors, suppliers and licensors.

## **1. YOUR OBLIGATIONS**

**5.1** You agree to:

**5.1.1** provide to Perth Weight Clinic and the Clinician, as applicable, all reasonable required information and details requested by Perth Weight Clinic or a Clinician, as applicable;

**5.1.2** contact your regular general practitioner immediately if directed to do so by a Clinician or if your conditions change or worsen.

**5.2** You warrant that:

**5.2.1** you are not experiencing dangerous, unusual or serious symptoms ;

**5.2.3** you do not suffer from multiple or serious chronic health or medical conditions and are not taking multiple prescription medications;

**5.2.4** all information you have provided to Perth Weight Clinic and to the Clinicians is true and accurate;

## **1. YOUR CONTENT**

**6.1** When you use the Website and the encrypted chat service which forms part of the Website, you grant Perth Weight Clinic an unlimited royalty-free perpetual licence to use (in any way) any content you transmit via the Website including, without limitation, any text, audio and or video files, images or pictures in accordance with these Website Policies & Terms.

**6.2** All information submitted to the Website through the encrypted chat service will be confidential between you and Perth Weight Clinic and will not be made publicly available.

**6.3** You warrant that the content that you upload to the Website and the encrypted chat service:

**6.3.1** will comply with these Website Policies & Terms and in particular with Clause 4;

**6.3.2** will not be illegal or of an unlawful nature;

**6.3.3** will not give rise or be capable or resulting in an infringement of any third party's rights or a legal proceeding; and

**6.3.4** has not been subject to any legal proceeding or dispute.

**6.4** You agree to indemnify and keep indemnified Perth Weight Clinic against any claim, loss, damage, costs and/or expenses that Perth Weight Clinic may suffer or incur in relation to or arising out of the content you upload to the Website and the encrypted chat service.

**6.5** Perth Weight Clinic reserves the right, and you acknowledge Perth Weight Clinic right, to remove or alter any content that you submit to the Website and the encrypted chat service.

## **1. CONSULTATIONS**

**7.1** After reviewing the information you have provided via the patient onboarding questionnaire via the Website, a Clinician will communicate and consult with you using the Website's encrypted based text service and/or email, as deemed clinically appropriate and necessary by the Clinician, which may be not at all or via methods such as audio, video and audio.

**7.2** A Clinician has full discretion in determining whether a consultation via the Website is suitable for your medical or health condition. If the Clinician determines that a consultation via

the Website is not suitable, you will be notified via the Website's encrypted based text/email service.

## **1. PRESCRIPTIONS**

**8.1** A prescription to you is issued entirely at the direction of a Clinician.

**8.2** Perth Weight Clinic does not guarantee that a Clinician will issue you with a prescription following consultation with you.

**8.3** If the Clinician decides to issue you with a prescription, you will be given a choice as to whether you wish for your prescription to be sent electronically to a pharmacy recommended by Perth Weight Clinic to be dispensed and delivered to you at your home or for you to take your prescription to a pharmacy of your choice for dispensation to you this way.

**8.4** Perth Weight Clinic is not liable in any way for any prescription issued by a Clinician or any medication dispensed by any pharmacy or any party's failure to deliver medication to you (including, but not limited to, to the correct address or within any specified timeframe).

**8.5** In circumstances where any medication is damaged, incorrectly dispensed or delivery is delayed, you agree to contact the pharmacy who is directly responsible for dispensing and delivering the medications to seek to resolve any issues.

**8.6** eScript Tokens and other tokens issued by Perth Weight Clinic brands expire within 12 months of issue unless otherwise specified.

You understand that Perth Weight Clinic has an agreement only for any pharmacies recommended by Perth Weight Clinic to you for dispensation of medications prescribed by a Clinician and Perth Weight Clinic and is not responsible for dispensation of any medications prescribed to you in any way.

## **1. FEES**

**9.1** You will be charged a fee for each consultation with a Clinician. Clinicians engage Perth Weight Clinic to act as the Clinicians' agent for billing purposes and, accordingly, Perth Weight Clinic will charge you on behalf of the Clinicians.

**9.2** If a Clinician decides to issue you with a prescription following consultation with you, you will be charged a fee by Perth Weight Clinic for the issuing of the prescription.

## **1. CANCELLATION & REFUNDS**

Perth Weight Clinic, further referred to as PWC.

### **Not Eligible for Refunds:**

**10.1.** Patients are ineligible to request a cancellation or refund on their treatment plan if the order noted as "dispatched" on the portal (automatic billing and manual orders included).

**10.2.** Patients are ineligible for refunds on Clinician's consultations

**1)** Patients must agree to the treatment plan and prescribed medications in order for medications to be dispatched.

**2)** Patients have the opportunity to request a change in the initial prescription by messaging the Clinician, this could incur a further charge. PWC Clinicians and contracted Clinicians have autonomy over how they discuss or choose to prescribe treatment plans and do so in accordance with evidence based RACGP guidelines. Similar process to what would take place within a hospital or physical GP healthcare setting.

**3)** If a patient chooses to not go ahead with the consultation/treatment plan for any reason. Once questionnaires are submitted, these are then available instantly for our Clinicians and contracted Clinicians to review and prescribe accordingly. Refunds are not available once submitted, unless the Clinician determines they are unable to treat.

**10.3.** Patients are ineligible for a refund if they have decided they no longer want or require their treatment and the order is noted as “dispatched” on the portal.

**10.4.** Patients are ineligible for refunds if they cancel a booked clinician appointment within 24 hours of the appointment.

**10.5.** Patients are ineligible for a refund if a treatment plan proves ineffective.

1. With all medications, efficacy cannot be guaranteed, some treatments may prove effective for patients that have proved ineffective for others. Finding the correct treatment can be trial and error, this is indicative of the processes within hospital and GP healthcare settings also.

**10.6.** Patients are ineligible for a refund if an adverse reaction/unwanted side effects/event occurs.

1. With all medications, there are risks involved. PWC outlines the most common side effects associated specific to each treatment plan prior to a patient consenting to proceed with the prescribed treatment. PWC can also provide a link to an associated CMI (Consumer Medicines Information) document related to the specific medication if finer detail of the associated risks is required.

**10.7.** It is the patient’s responsibility to be aware of when payment is to be deducted.

1. PWC does not allow for refunds if patients are out of the country or have simply forgotten about their appointment.

**10.8.** Patients are ineligible for refunds on their Clinician’s consultation and/or treatment plan if once payment has been received, and have since visited their personal GP who has advised against the treatment. As long as a prescribing error has not occurred, a refund will not be issued.

1. Each Clinician has autonomy over how they prescribe and can have varying opinions on appropriate prescribing. PWC Clinicians prescribe according to the latest evidence based RACGP guidelines relevant to the associated patient treatment questionnaire.

**10.9.** Patients are ineligible for a refund on their treatment plan once payment has been processed and order is noted as “dispatched”, if their health circumstances have changed and subsequently prevents the patient from safely taking the initially prescribed treatment.

1. It is the patient’s responsibility to make PWC Clinicians aware of any change to their health history since their treatment plan was issued.

## **Eligible Reasons for Refunds:**

- 10.10.** A prescribing error was made by a PWC Clinician or contracted Clinician
- 10.11.** Pharmacy dispensed the incorrect medication/medication strength/medication form
- 10.12.** A technical issue identified within PWC caused the consultation to not take place within 3 days
- 10.13.** A PWC Clinician cancels a consultation without reasonable notice
- 10.14.** An internal error caused the patient to be overcharged or incorrectly charged
- 10.15.** The Clinician considered it inappropriate to conduct a consultation

### **1. INTELLECTUAL PROPERTY**

**11.1** Perth Weight Clinic owns the Website and all of the contents of the Website which includes all text, information, graphics, logos, business/trading names, design, layout, downloads, pricing, software, products and services is owned or licensed by Perth Weight Clinic.

**11.2** Nothing in these Website Policies & Terms or your use of the Website has the effect of transferring, assigning, licensing or otherwise transmitting any of Perth Weight Clinic intellectual property to you.

### **1. COOKIES**

**12.1** As part of the normal operation of this Website, your internet browser will be sent a “cookie” (a temporary internet file). This cookie enhances the Website’s functionality with features such as account login and electronic ordering. By itself, this cookie can only identify your computer to Perth Weight Clinic server and so we can track your use of the Website. It is not used to identify you personally.

**12.2** In some instances, cookies may collect and store personal information about you. Such personal information will only be used by Perth Weight Clinic in accordance with these Website Policies & Terms.

**12.3** Your personal username and password to access the Website protect your privacy. We recommend that you do not disclose, share or reveal your account details to any other individual.

### **1. LIABILITY AND DISCLAIMER**

**13.1** To the maximum extent permitted by law, Perth Weight Clinic will not be liable to any person or entity for any direct, indirect, consequential or other loss or damage (however caused, including due to negligence) which may arise out of, or in connection with:

**13.1.1** your use of the Website;

**13.1.2** the use or reliance on information, including any publication, contained on or linked to from this Website;

13.1.3 the contents of any website referred to on, or linked to from this website;

13.1.4 your consultations with and any medical or health services provided by the Clinicians via the Website;

13.1.5 any action or conduct of the Clinicians including, without limitation, advice provided to you or prescriptions issued to you; or

13.1.6 any prescribed medication dispensed to you by any pharmacy as a result of your consultation with a Clinician.

**13.2** Perth Weight Clinic does not provide any warranty in relation to your use of this Website or as to the currency, completeness or accuracy of the information contained on this Website.

**13.3** Perth Weight Clinic does not warrant that the services or any medications provided via your use of the Website are fit for your intended purpose.

**13.4** If any law implies a condition or warranty into these Website Policies & Terms which cannot lawfully be excluded then, to the maximum extent permitted by law, our liability for any breach of such implied term will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

**13.5** You agree to indemnify and keep Perth Weight Clinic indemnified against any claim, loss, damage, costs and/or expenses you may suffer or incur in relation to or arising out of your use of the Website and the services provided via the Website.

**13.6** In accordance with the Drug Misuse Act 1986, it is a criminal offence for any person to knowingly obtain, or attempt to obtain, a prohibited drug from a medical practitioner, nurse practitioner, or pharmacist by giving any false representation, whether verbally, in writing or via a web form. As such, Perth Weight Clinic reserves the right to reject any application/prescription if we believe this law is being breached.

Should Perth Weight Clinic believe a user is deliberately or repeatedly attempting to use its services or staff to breach this law, we reserve the right to refer the matter to the appropriate authorities and aid those authorities in their relevant investigations.

## **1. PRIVACY POLICY**

Perth Weight Clinic Privacy Policy forms part of these Website Policies & Terms. By accessing the Website, you agree to Perth Weight Clinic Privacy Policy. A copy of the Privacy Policy can be found here.

## **1. COMPLAINTS**

**15.1** If you have a complaint in relation to use of the Website, you may contact us via email at [info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au)

**15.2** In relation to complaints against Perth Weight Clinic:

**15.2.1** you must notify us of the details of the complaint as soon as possible;

**15.2.2** a representative of Perth Weight Clinic will contact you to discuss your complaint;

**15.2.3** if your complaint is not resolved in your discussion with a Perth Weight Clinic representative, the matter will be referred to an independent third party as agreed between the parties or, in the absence of agreement, an independent party selected by the Western Australia Law Society;

If you have any complaints or concerns that cannot be resolved by Perth Weight Clinic, you can contact the Office of the Health Ombudsman.

Office of the Health Ombudsman

PO Box Z5386

St Georges Terrace

Perth

WA 6831

Telephone: 08 9220 7555

Email: [mail@ombudsman.wa.gov.au](mailto:mail@ombudsman.wa.gov.au)

**15.2.4** the parties will be bound by the decision of the selected expert with respect to the complaint; and

**15.2.5** the parties will share the costs of engaging the expert equally.

**15.3** If your complaint relates your consultation with a Clinician or any other matter for which a Clinician is responsible, we may refer your complaint to the relevant Clinician.

**15.1** If your complaint relates any matter for which a pharmacy, including the pharmacy recommended by Perth Weight Clinic, is responsible, we may refer your complaint to the relevant pharmacy.

**15.2** Perth Weight Clinic is not responsible in any way for resolving your complaints against or in relation to a Clinician or any pharmacy.

## **1. GENERAL**

**16.1** The laws of Western Australia in Australia govern these Website Policies & Terms, as applicable, and you agree to submit to those laws and their exclusive jurisdiction, including the courts of Western Australia in Australia, in your use of this Website and these Website Policies & Terms.

**16.2** If any of these Website Policies & Terms are held to be invalid or unenforceable, then the validity and enforceability of the remaining Website Policies & Terms will not be impacted.

## **1. CONTACT**

Please contact us at [info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au) if you have any queries with respect to these Website Policies & Terms.



## Patient Terms & Conditions

Perth Weight Clinic is a health platform intended to assist patients with the self- management of their health. The Platform is comprised of a patient-facing Patient interface and an interconnected clinician-facing Clinical Portal ("Platform").

### 1. About these Terms

1. 1.1 You should read these Terms carefully. They apply to your use of our web-based Platform and services.

1. 1.2 In these Terms:

(a) "Perth Weight Clinic", "we", "us" "our" or "Health Organisation" means Perth Weight Clinic (ABN 73 359 250 359) and includes our subsidiaries, and their respective directors, and agents.

(b) "User", "you" or "your" means a person who uses the Platform ("Patient");

(c) additional definitions are set out in clause 15.

1. 1.3 By registering an account, using or accessing the Platform, you confirm your acceptance of these Terms and agree to the obligations imposed on you under these Terms and, in exchange, we agree to provide you with access to the Platform and Services. If you do not agree to these Terms you must immediately cease accessing and using the Platform and Services.

1. 1.4 We reserve all rights to alter these Terms at our discretion. Each time you use the Platform, it is your responsibility to be aware of our current terms. By continuing to use the Platform following our publishing of changes to these Terms, you will be deemed to have accepted those changes.

1. 1.5 These Terms, as amended by us from time to time, continue to apply for the duration of your use of the Platform and Services or until terminated in accordance with clause 5.

### 2. Overview of Services

2.1 To use the Services, a User must register for an account in accordance with clause 4.

1. 2.2 If you register for an account as a Patient and your registration is accepted by us, you will have access to the Services and will be able to:

1. (a) access and use the Platform in its most current version;

1. (b) access the media hosted via the Platform;

1. (c) access any content or documentation that your Clinician or Health

Organisation may choose to share with you through the Platform;

1. (d) contact the Vendor directly for technical support by emailing

[info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au) and

1. (e) access the functionalities and information that we provide via the Platform.
1. .
1. 2.4 Your information and data will be treated in accordance with both Privacy Laws and our Privacy Policy.
3. General Use of the Platform
  1. 3.1 You acknowledge and agree that the Platform is to be used only for non- emergency, non-acute health management. If you are experiencing a health emergency you should call the local emergency services phone number, or attend the emergency department at the nearest hospital.
  1. 3.2 You must ensure that your access to, and use of, the Services is not illegal or otherwise prohibited by laws that apply in your jurisdiction.
  1. 3.3 By using the Platform, you are consenting to disclose your health and personal information to us, and to our collecting and storing information in accordance with our Privacy Policy.
  1. 3.4 Any information on the Platform or otherwise provided to Users is supplied in good faith but we do not guarantee its accuracy or completeness.
  1. 3.5 You agree that you have sole responsibility for any activity that occurs on your account. You must not share your login credentials with any unauthorised users. You must keep your account details and password secure, as you are responsible for any activity on your account (whether undertaken by you or anyone else). You agree to notify us immediately if you become aware of or suspect any security breach or unauthorised use of your password or account.
  1. 3.6 The Platform may contain links to other websites. Those links are provided for convenience only and may not be current. Any hyperlinks or banners advertising other websites on the Platform, or external websites that advertise the Platform, are not subject to our control or privacy standards, policies and procedures. We will not be responsible for the content or privacy practices associated with such linked websites and we recommend that you make your own enquiries as to the privacy and other policies of those third parties.
  1. 3.7 You must take precautions to ensure that when accessing the Platform or Services, you do not expose your telecommunications or computer systems to viruses, malware or other forms of interference that may damage your telecommunications or computer systems. We are not responsible for any such damage to your telecommunications or computer systems which may arise in connection with your access to the Platform and use of the Services.
  1. 3.8 While using the Platform, and any associated Services, you must not:
    1. (a) misuse any part of the Platform by introducing viruses, trojans or other Material that is malicious or technologically harmful;

1. (b) attempt to gain unauthorised access to any part of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform;
1. (c) engage in any activity that interferes with or disrupts the Services or the servers and networks that host the Services; or
1. (d) attempt to circumvent, disable or otherwise interfere with any security-related features of the Services or any features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services or the content of the Platform.
1. 3.9 We may contact you by email ([info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au)), or provide you with information by posting notices on the Platform. It is your responsibility to ensure that you have correct contact details registered with us, that you give us written notice of any changes to your contact details, and that you check your nominated email address regularly for any correspondence.

#### 4. Account registration

1. 4.1 To access the Platform and Services, you must register with us by providing us with Registration Data as requested.
1. 4.2 Under these circumstances your logging into the Platform will serve as confirmation of your agreement to these Terms.
1. 4.3 If you are under the age of 18 years, by submitting Registration Data to us and logging in to the Platform, you acknowledge that you have your parents' or guardians' permission and that they have agreed to these Terms on your behalf.
1. 4.4 If you are a parent or guardian who has permitted a person under the age of 18 (a "Minor") to create an account, you agree to:

(a) exercise supervision over the Minor's use of our Services and their personal account with us;

(b) assume all risks associated with the Minor's use of our Services and their

account, including the transmission of content or information to and from third

parties via the internet;

(c) assume any and all liabilities resulting from the Minor's use of our Services

and their account;

(d) ensure the accuracy and truthfulness of all information submitted to us and the

Website by the Minor; and

(e) provide the necessary consents contained in these Terms on behalf of the

Minor.

1. 4.5 We reserve the right to take legal action and seek compensation from a parent or guardian of a Minor for any loss or damage we may suffer as a result of, or in connection with, any transaction entered into on, or via, the Platform by that Minor.
1. 4.6 We reserve the right to decline your registration request if you do not pass our verification process.

1. 4.7 If you provide Registration Data to us, you represent and warrant to us that the Registration Data provided is true, complete, accurate and up to date, and you undertake to maintain the accuracy and currency of your Registration Data at all times.
1. 4.8 If you provide us with Registration Data, you consent to the following:
  1. (a) we may provide your Registration Data to the Vendor where required for the purposes of providing our Services;
  1. (b) you may receive emails, SMS and push notifications, from us regarding details of your registration and/or information relating to your access and use of the Services and your account; and
  1. (c) from time to time, we may email you regarding our Services or third-party products and services which we believe may be of interest to you, such as new products, features, special offers and updated information. The emails may contain code that enables our database to track your usage of the emails, including whether the email was opened and/or what links (if any) were clicked. We may combine that information with other information which we have about you and may use that information to improve your site experience and/or provide customised email communications to you.
1. 4.9 You acknowledge that we may use your Registration Data and any other personal information provided to us in accordance with our Privacy Policy.

## 5. Termination

5.1 In addition to our rights under clause 3, we may, at our absolute discretion, terminate these Terms or cease to supply you with access to the Platform and/or the Services, if:

1. (a) it transpires that you have provided false or misleading information via the Platform;
1. (b) you breach a material term of these Terms;
1. (c) you breach a term of these Terms and do not rectify the breach within 5 business days of our notifying you of the breach;
1. (d) you breach these Terms with regard to confidentiality or privacy;
1. (e) you are found by us to be offensive or abusive;
1. (f) you fail to pay any fees or charges payable by you on time or at all; or
1. (g) you breach any relevant law applicable to your use of the Platform or Services.

## 6. Warranties

1. 6.1 We will, within a reasonable period of time, investigate any alleged error or issue regarding any of the Services, provided that you notify us in writing within seven (7) days of becoming aware of the error or issue with all necessary information to be able to investigate the error or issue. Notwithstanding, you agree that our liability will be limited in any event to the right to attempt redelivery of the Services to you.
1. 6.2 We do not warrant that the use of the Platform will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the

Platform, including telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Platform. We are not in any way responsible for any such interference or prevention of your access or use of the Platform.

1. 6.3 You agree to ensure that the information that you supply us is complete, current and accurate. You must notify us in writing if there is any change to the information supplied.
1. 6.4 Except as provided in these Terms, no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided in accordance with these Terms is given by us, other than as required by law. All implied warranties are hereby excluded.
1. 6.5 Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under any other national, state or territory legislation where to do so is unlawful.

## 7. Liability

1. 7.1 To the extent permitted by law, we will not be liable for any loss, expenses, liabilities, costs or damage caused by viruses, system failures or other technologically harmful Material that may infect your computer equipment, telecommunications equipment, programs, data or other Material due to your use of any part of the Platform or downloading of any Material posted on it or on any website linked to it. We recommend Patients ensure they have up-to-date virus checking software installed.
1. 7.2 To the extent permitted by law, You acknowledge and agree that:
  1. (a) your use of the Platform is at your own risk; and
  1. (b) under no circumstances will we be liable to you for
    - (i) any illness, injury, or death resulting from use of the Platform; or
    - (ii) the prescription, use, misuse, or lack of use of any medication.
1. 7.3 We are not responsible or liable for any missed appointments whatsoever, irrespective of whether the Platform's appointment functionality has been used or not, and (if it has been used) irrespective of any technical or other malfunction that prevents a Patient from accessing appointment times or not receiving appointment reminder notifications.
1. 7.4 You agree that we will not be liable for any indirect, consequential, special or exemplary losses, expenses or liabilities, or loss of profits, loss of revenue, economic loss, loss of goodwill, corruption or alteration of data, failure to realise anticipated savings, loss of opportunity, expectation loss or loss of production, arising out of, or in connection with, the provision or use of the Services, the Platform or these Terms.
1. 7.5 You acknowledge and agree that the limitations of liability contained in this clause are a fair and reasonable.
1. 7.6 This clause 7 survives termination or expiry of these Terms.

## 8. Indemnity

8.1 To the fullest extent permitted by law, you agree that you waive, release, discharge and relinquish any and all claims that you have now or may have against us which are connected with, arise out of, relate to or are incidental to the provision of the Platform and your use of the Services.

1. 8.2 You indemnify us, and hold us harmless, from and against any and all claims, loss, damage, taxes, liabilities and/or expenses that may be incurred by us arising out of, or in connection with, your use of the Platform, the Services and any breach by you of these Terms.
1. 8.3 This clause 8 survives termination or expiry of these Terms.

## 9. Intellectual Property

1. 9.1 You acknowledge that all Intellectual Property Rights in the Services and Platform are the property of us (or our licensors) or the Vendor (or their licensors) and your use of, and access to, the Services and Platform does not give you any rights, title or interest in or to the Services or Platform. Unless expressly authorised either under these Terms or otherwise by the licensors, you may not reproduce, adapt, modify, display, perform or distribute the Services or Platform or any part of them.
1. 9.2 You may not modify or copy the layout or appearance of the Services or any computer software or code contained in the Services, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Services.
1. 9.3 You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Services or Platform on another website or commercialise any information obtained from any part of the Services or Platform without our prior written consent.
1. 9.4 By uploading, posting, transmitting or otherwise making available any Material via the Services or Platform (other than Material which includes Patient health information), you represent and warrant that you either own the Intellectual Property Rights in that Material or have the necessary permission to upload, post, transmit or otherwise make available that Material via the Services or Platform.

## 10. Confidential Information and Privacy

10.1 We are committed to protecting your privacy and personal information. Further details about our practices relating to the collection, use, disclosure and storage of your personal information can be found in our Privacy Policy.

## 11. Unavoidable Events

We will not be liable to you if we are prevented from, or delayed in, providing the Services due to acts, events, omissions or accidents beyond our reasonable control ("Unavoidable Events"). Where an Unavoidable Event occurs, we will attempt to recommence provision of the Services as soon as reasonably practicable.

## 12. Dispute resolution

1. 12.1 If you have a complaint about the performance of these Terms or the Services, you will contact us at [info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au) in the first instance and allow us reasonable time to consider your complaint, determine a possible solution and notify you of the solution.
1. 12.2 The parties must, before resorting to court proceedings (except for interlocutory or interim relief), initially refer any dispute under or relating to these Terms to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved within 20 days, then either party may, in its absolute discretion, initiate court proceedings.
1. 12.3 This clause 12 survives the expiry or termination of these Terms.

### 13. Linking to the Platform

1. 13.1 You may link to the Platform, provided that you do so in a way that is fair and legal and does not damage, or take advantage of, our reputation. You must not establish a link in a way that suggests any form of association, approval or endorsement by us where none exists.
1. 13.2 You must not establish a link to the Platform from any website that is not owned by you (except with the website owner's express permission).
1. 13.3 The Platform must not be framed on any other website.
1. 13.4 We reserve the right to withdraw linking permission under this clause 13 by updating these Terms on the Platform.

### 14. General

1. 14.1 Any provision of these Terms that is found to be void or unenforceable will, to the extent that it is void or unenforceable, be severed from these Terms without affecting the enforceability or validity of any other provisions.
1. 14.2 A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.
1. 14.3 These Terms are governed by the laws of Western Australia, Australia. The parties unconditionally submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

### 15. Definitions

15.1 In these Terms, the following expressions have the following meanings, unless otherwise stated:

"Clinician" means your clinician(s) with whom you communicate via the Platform;

"Deactivated" means that we will change the status of your Platform such as that it will no longer transmit to us any further information about your health, nor will it receive updated information from us. In effect, you will be able to use the features of the Platform as they existed at the time of your deactivation without any further transmission of data to or from our server.



“Intellectual Property Rights” means all present and future intellectual and industrial property rights throughout the world of whatever nature (whether or not registered or registrable), including, but not limited to, all rights in respect of technical information, know-how, copyright, trade marks, designs, patents, domain names, business names, logos, drawings, trade secrets, the right to have confidential information kept confidential or other proprietary rights, or any rights to registration of such rights;

“Material” means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Platform, or otherwise displayed, uploaded or published on, or via, the Platform, except for the health or other sensitive information of any Patient;

“Platform” means the application for Patients to use;

“Payment Processing Services” means any services that we provide pursuant to these Terms which are to be used to process payments in relation to Fees accrued on the Platform;

“Platform” means our web-based platform, including Platform and Clinical Portal, located at [www.perthweightclinic.com.au](http://www.perthweightclinic.com.au) or any other website nominated by us from time to time and any associated services, software, networks or processes;

“Privacy Policy” means our privacy policy, available at: <https://myweightlossclinic.com.au/privacy-policy/>

“Privacy Laws” means the Privacy Act 1988 (Cth), the General Data Protection Regulation (EU 2016/679) and any comparable laws in other jurisdictions (as applicable);

“Registration Data” means information provided by you to us for the purposes of your registration to access certain sections of the Platform including, but not limited to, your personal name, nominated contact details, phone number, and email address;

“Services” refers to the Platform and any associated services we provide pursuant to these Terms; and

“Terms” means these Platform Terms and Conditions which govern your use of the Platform.

## **Clinical Use of Terms & Conditions**

Perth Weight Clinic is a health platform intended to assist patients with the self- management of their health. The Platform is comprised of a patient-facing interface and an interconnected clinician-facing Clinical Portal (“Platform”).

### **1. About these Terms**

1. 1.1 You should read these Terms carefully. They apply to your use of our web-based Platform and services.

### **1. 1.2 In these Terms:**

(a) “Perth Weight Clinic”, “we”, “us” or “our” means Perth Weight Clinic (ABN 73359250359) and includes our subsidiaries, and their respective directors, and agents.



(b) "User", "you" or "your" means an employee or contractor who uses the Clinical Portal within the Platform to manage patients ("Clinician").

(c) "Vendor" means Perth Weight Clinic and includes their subsidiaries, and their respective directors, employees, contractors and agents.

(d) additional definitions are set out in clause 15.

1. 1.3 By registering an account, using or accessing the Platform, you confirm your acceptance of these Terms and agree to the obligations imposed on you under these Terms and, in exchange, we agree to provide you with access to the Platform and Services. If you do not agree to these Terms you must immediately cease accessing and using the Platform and Services.

1. 1.4 We reserve all rights to alter these Terms at our discretion. Each time you use the Platform, it is your responsibility to be aware of our current terms. By continuing to use the Platform following our publishing of changes to these Terms, you will be deemed to have accepted those changes.

1. 1.5 These Terms, as amended by us from time to time, continue to apply for the duration of your use of the Platform and Services or until terminated in accordance with clause 6.

## 2. Overview of Services

2.1 To use the Services, a User must register for an account, or accept an invitation to

access the Services in the case that account registration is established by another User with the organisation. Self-registration or registration by another User must occur in accordance with clause 5.

1. 2.2 If you register for an account as a Clinician and your registration is accepted by us, you will have access to the Services and will be able to:

(a) access and use the Clinical Portal in its most current version;

(b) add Patients to (and remove them from) the Platform;

(c) add Clinicians to (and remove them from) the Platform;

(d) contact support directly by emailing [info@perthweightclinic.com.au](mailto:info@perthweightclinic.com.au).

1. 2.3 Access to your Clinician account will continue only for as long as we choose and we may terminate your access at our sole discretion. Access to your clinician account will also cease if we, in our sole discretion, choose to terminate our access to the Platform.

1. 2.4 Except in respect of information and data that we are required by law to maintain records for, we reserve the right to delete any information or data associated with your account without your consent and at our sole discretion.

## 3. General Use of the Platform

1. 3.1 At all times, you must act in the best interest of the Patients that access the Platform.

1. 3.2 You acknowledge and agree that the Platform is to be used only for non-emergency, non-acute health management. If a Patient is experiencing an acute health situation or

other health emergency, you as their healthcare provider will refer the Patient to appropriate acute health services (e.g. emergency department, hospital, etc.) through means outside the Platform.

1. 3.3 You must ensure that your access to, and use of, the Services is not illegal or otherwise prohibited by laws that apply in your jurisdiction.
1. 3.4 In your use of the Services, or Platform you must not advocate, support or practise discrimination based on race, religion, age, national origin, language, gender, sexual orientation, or mental or physical handicap.
1. 3.5 By using the Platform, you consent to our collecting and storing information in accordance with our Privacy Policy.
1. 3.6 Any information on the Platform or otherwise provided to Users is supplied in good faith but we do not guarantee its accuracy or completeness.
1. 3.7 You agree that you have sole responsibility for any activity that occurs on your account. You must not share your login credentials with any unauthorised persons. You must keep your account details and password secure, as you are responsible for any activity on your account (whether undertaken by you or anyone else). You agree to notify us immediately if you become aware of or suspect any security breach or unauthorised use of your password or account.
1. 3.8 The Platform may contain links to other websites. Those links are provided for convenience only and may not be current. Any hyperlinks or banners advertising other websites on the Platform, or external websites that advertise the Platform, are not subject to our control or privacy standards, policies and procedures. We will not be responsible for the content or privacy practices associated with such linked websites and we recommend that you make your own enquiries as to the privacy and other policies of those third parties.
1. 3.9 You must take precautions to ensure that when accessing the Platform or Services, you do not expose your telecommunications or computer systems to viruses, malware or other forms of interference that may damage your telecommunications or computer systems. We are not responsible for any such damage to your telecommunications or computer systems which may arise in connection with your access to the Platform and use of the Services.
1. 3.10 While using the Platform, and any associated Services, you must not:
  1. (a) misuse any part of the Platform by introducing viruses, trojans or other Material that is malicious or technologically harmful;
  1. (b) attempt to gain unauthorised access to any part of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform;
  1. (c) engage in any activity that interferes with or disrupts the Services or the servers and networks that host the Services; or
  1. (d) attempt to circumvent, disable or otherwise interfere with any security-related features of the Services or any features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services or the content of the Platform.

1. 3.11 We may contact you by email or provide you with information by posting notices on the Platform. It is your responsibility to ensure that you have correct contact details registered with us, that you give us written notice of any changes to your contact details, and that you check your nominated email address regularly for any correspondence.

#### 4. Obligations of Clinicians

4.1 In providing or receiving the health information of a Patient via the Platform, you warrant that you are appropriately qualified at law to do so, have sought all required consents from the Patient to do so and that you have otherwise fully complied with all Privacy Laws and other relevant legislation and regulations applicable to the collection, storage, use and disclosure of health information in addition to our own Privacy Policy.

4.2 You may never use the Platform to attempt to seek payment, or collect debts for other services, beyond providing patients with a general overview of our organisation's policies with regards to payments and debt collection procedures.

4.3 You acknowledge that our ability to be able to provide the Platform and the Services to you without delay or interruption is dependent on your full and timely cooperation. You will:

(a) co-operate with and assist us in the supply of the Platform and the Services;

(b) comply with all applicable laws, regulations and industry standards with respect to your activities and obligations under this Agreement;

(c) ensure that your network and systems comply with the relevant specifications and guidelines provided by us from time to time;

(d) notify us immediately if you become aware of or suspect any security breach or unauthorised use of the Platform, including without limitation in respect of your password or account; and

(e) comply with all reasonable directions and guidelines from us as advised from time to time.

4.4 You agree to indemnify us for any liability, costs and expenses (including our reasonable legal costs) which we incur as a result of a breach by you of your privacy obligations. We disclaim any liability whatsoever for information collected or shared outside the Platform.

#### 5. Account registration

5.1 To access certain parts of the Platform and Services, you must register with us by providing us with Registration Data as requested. Alternatively, another User may register you with by providing Registration Data on your behalf. If having been registered by another User you choose to log in to the Clinical Portal, you will be deemed to have accepted the terms and conditions as outlined in this agreement.

5.2 You must be over the age of 18 years to register for and access the Platform as a Clinician.

5.3 We reserve the right to decline your registration request if you do not pass our verification process.

5.4 If you provide Registration Data to us, or accept your registration by another User, you represent and warrant to us that the Registration Data provided is true, complete, accurate and up to date, and you undertake to maintain the accuracy and currency of your Registration Data at all times.

5.5 If you provide us with Registration Data, or accept your registration by another User and access the Platform, you consent to the following:

1. (a) we may provide your Registration Data to the Vendor where required for the purposes of providing the Services;
1. (b) you may receive emails, SMS and push notifications, from us and/or the Vendor regarding details of your registration and/or information relating to your access and use of the Services and your account; and
1. (c) from time to time, we or the Vendor may email you regarding the Platform and Services and services which we believe may be of interest to you, such as new products, new features, and updated information about the Platform and Services. The emails may contain code that enables our database to track your usage of the emails, including whether the email was opened and/or what links (if any) were clicked. We and/or the Vendor may combine that information with other information which we and/or the Vendor have about you and may use that information to improve your site experience and/or provide customised email communications to you.

5.6 You acknowledge that we may use your Registration Data and any other personal information provided to us in accordance with our Privacy Policy.

#### 1. Termination

In addition to our rights under clause 3, we may, at our absolute discretion, terminate these Terms or cease to supply you with access to the Platform and/or the Services, if:

1. (a) it transpires that you have provided false or misleading information via the Platform;
1. (b) you breach a material term of these Terms;
1. (c) you breach a term of these Terms and do not rectify the breach within 5 business days of our notifying you of the breach;
1. (d) you breach these Terms with regard to confidentiality or privacy;
1. (e) you are found by us to be offensive or abusive to any other Clinician or Patient;
1. (f) you breach any relevant law applicable to your use of the Platform or Services.

#### 1. Warranties

7.1 We do not warrant that the use of the Platform will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Platform, including telephone services, computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent access to the Platform. We are not in any way responsible for any such interference or prevention of your access or use of the Platform.

1. 7.2 You agree to ensure that the information that you supply us or any Patient or other Clinician is complete, current and accurate. You must notify us (and any relevant

Patient(s) and/or other Clinician(s)) in writing if there is any change to the information supplied.

1. 7.3 We make no representations, warranties or guarantees as to the availability of the Platform or that the Platform and/or the Services are or will be free from viruses, worm, trojan or other malicious code. You are responsible for taking your own precautions in this respect.
1. 7.4 Except as provided in these Terms, no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services provided in accordance with these Terms is given by us, other than as required by law. All implied warranties are hereby excluded.
1. 7.5 Nothing contained in these Terms excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under any other national, state or territory legislation where to do so is unlawful.

## 8. Liability

1. 8.1 To the extent permitted by law, we will not be liable for any loss, expenses, liabilities, costs or damage caused by viruses, system failures or other technologically harmful Material that may infect your computer equipment, programs, data or other Material due to your use of any part of the Platform or downloading of any Material posted on it or on any website linked to it. We recommend Clinicians ensure they have up-to-date virus checking software installed.
1. 8.2 To the extent permitted by law, you acknowledge and agree that your use of the Platform is at your own risk.
1. 8.3 You agree that we will not be liable for any indirect, consequential, special or exemplary losses, expenses or liabilities, or loss of profits, loss of revenue, economic loss, loss of goodwill, corruption or alteration of data, loss of opportunity, expectation loss or loss of production, arising out of, or in connection with, the provision or use of the Services, the Platform or these Terms.
1. 8.4 This clause survives termination or expiry of these Terms.

## 9. Indemnity

1. 9.1 To the fullest extent permitted by law, you agree that you waive, release, discharge and relinquish any and all claims that you have now or may have against us which are connected with, arise out of, relate to or are incidental to the provision of the Platform and your use of the Services.
1. 9.2 You indemnify us, and hold us harmless, from and against any and all claims, loss, damage, taxes, liabilities and/or expenses that may be incurred by us arising out of, or in connection with, your use of the Platform, the Services and any breach by you of these Terms.
1. 9.3 You agree and acknowledge that we will not be liable or responsible for any loss or damage suffered by any Patient due to your actions, and you indemnify us from and

against any and all claims by any Patient in relation to your actions (including health advice, treatments, or other information shared by you).

1. 9.4 This clause survives termination or expiry of these Terms.

## 10. Intellectual Property

1. 10.1 You acknowledge that all Intellectual Property Rights in the Services and Platform are the property of us (or our licensors) or the Vendor (or the Vendor's licensors) and your use of, and access to, the Services and Platform does not give you any rights, title or interest in or to the Services or Platform. Unless expressly authorised either under these Terms or otherwise by the licensors, you may not reproduce, adapt, modify, display, perform or distribute the Services or Platform or any part of them.
1. 10.2 You may not modify or copy the layout or appearance of the Services or any computer software or code contained in the Services, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Services.
1. 10.3 You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Services or Platform on another website or commercialise any information obtained from any part of the Services or Platform without our prior written consent.
1. 10.4 By uploading, posting, transmitting or otherwise making available any Material via the Services or Platform (other than Material which includes Patient health information), you represent and warrant that you either own the Intellectual Property Rights in that Material or have the necessary permission to upload, post, transmit or otherwise make available that Material via the Services or Platform.

## 11. Confidential Information and Privacy

1. 11.1 You agree not to use or disclose confidential information received or disclosed to you via the Platform, save for such use or disclosure necessary and required to perform your obligations under these Terms. Disclosure will be, in any event, only made to those to whom it is necessary to do so and who are directly involved in performing your obligations.
1. 11.2 You must, in connection with your use of the Platform;
  - (a) ensure that you are aware of your obligations under all applicable Privacy Laws;
  - (b) ensure that you are aware of your obligations under our Privacy Policy;
  - (c) at all times comply with your obligations under applicable Privacy Laws and our Privacy Policy; and
  - (d) take reasonable steps to assist us to comply with our obligations under applicable Privacy Laws and our Privacy Policy as may be notified to you from time to time.
1. 11.3 We are committed to protecting your privacy and personal information, and the privacy and personal information of patients. Further details about our practices relating to the collection, use, disclosure and storage of information can be found in our Privacy Policy.

## 12. Unavoidable Events

We will not be liable to you if the Services due to acts, events, omissions or accidents beyond our reasonable control (“Unavoidable Events”) become unavailable to you for a period of time.

### Dispute resolution

1. 12.1 If you have a complaint about the performance of these Terms or the Services, you will contact us at [info@perthweightclinic.com.au] in the first instance and allow us reasonable time to consider your complaint, determine a possible solution and notify you of the solution.
1. 12.2 The parties must, before resorting to court proceedings (except for interlocutory or interim relief), initially refer any dispute under or relating to these Terms to a nominated representative of each party to endeavour to resolve the dispute within 20 days. If the dispute is not resolved within 20 days, then either party may, in its absolute discretion, initiate court proceedings.
1. 12.3 This clause survives the expiry or termination of these Terms.

## 13. Linking to the Platform

13.1 You may link to the Platform, provided that you do so in a way that is fair and legal and does not damage, or take advantage of, our reputation. You must not establish a link in a way that suggests any form of association, approval or endorsement by us where none exists.

1. 13.2 You must not establish a link to the Platform from any website that is not owned by you (except with the website owner’s express permission).
1. 13.3 The Platform must not be framed on any other website.
1. 13.4 We reserve the right to withdraw linking permission under this clause 13 by updating these Terms on the Platform.

## 14. General

1. 14.1 Any provision of these Terms that is found to be void or unenforceable will, to the extent that it is void or unenforceable, be severed from these Terms without affecting the enforceability or validity of any other provisions.
1. 14.2 A party’s failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.
1. 14.3 These Terms are governed by the laws of Western Australia, Australia. The parties unconditionally submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

## 15. Definitions

15.1 In these Terms, the following expressions have the following meanings, unless otherwise stated:

“Clinical Portal” means the website located at <https://www.perthweightclinic.com.au>

“Intellectual Property Rights” means all present and future intellectual and industrial property rights throughout the world of whatever nature (whether or not registered or registrable), including, but not limited to, all rights in respect of technical information, know-how, copyright, trade marks, designs, patents, domain names, business names, logos, drawings, trade secrets, the right to have confidential information kept confidential or other proprietary rights, or any rights to registration of such rights;

“Material” means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Platform, or otherwise displayed, uploaded or published on, or via, the Platform, except for the health or other sensitive information of any Patient;

“Patient” means an individual provided with access to the Platform by a Clinician;

“Platform” means the application for Patients who use the Platform;

“Privacy Policy” means our privacy policy, available at: <https://myweightlossclinic.com.au/privacy-policy/>

“Privacy Laws” means the Privacy Act 1988 (Cth), the General Data Protection Regulation (EU 2016/679) and any comparable laws in other jurisdictions (as applicable);

“Registration Data” means information provided by you to us for the purposes of your registration to access certain sections of the Platform including, but not limited your personal name, nominated contact details, phone number, and email address;

“Services” refers to the Platform and any associated services we provide pursuant to these Terms;

“Terms” means these Terms and Conditions which govern your use of the Platform.