

# Terms and conditions

## 1 Introduction

Doceo Health Pty Ltd ACN 662 203 750 (“**we**”, “**us**”, or “**our**”) makes available the Provided Information and Services including via this web site. By receiving the Services, and accessing, visiting, registering for and/or using the web site, you agree to be bound by these Terms. These Terms apply to the use of this web site, Services and the Provided Information. If you do not accept these Terms, you must stop using the web site and tell us. These Terms must be read in conjunction with any other applicable terms and conditions which we notify you applies to this web site, the Services or Provided information from time to time.

## 2 Referrals and commissions

2.1 From time to time, we may:

- (a) refer you; or
- (b) provide the contact details of your business,

to a third party service provider that we think can provide you with services that you may need (**Referral Partner**).

2.2 If you enter into an agreement with that Referral Partner, we will receive a commission or some other payment from the Referral Partner. You consent to us receiving this commission or some other payment from the Referral Partner.

## 3 Member Services

3.1 In order to access Member Services offered on this web site, you must:

- (a) become a member; and
- (b) pay the Applicable Fee,

and we will tell you on our web site which Services are subject to these requirements.

3.2 To become a member, you must complete your registration details in the manner described on the web site.

3.3 We may terminate your membership at any time if you breach these Terms.

3.4 You agree to ensure that your registration details are true and accurate at all times. Specifically, you must notify us of any change to the registration details as originally supplied.

3.5 Upon registration, you will be provided with a password and account designation.

## 4 Practice Review Services

4.1 If you require Practice Review Services from us, then we will have a greater level of involvement with your medical practice and this clause 4 will apply.

### Practice Review Agreement

4.2 We will agree with you in writing about:

- (a) what Practice Review Services we will provide you;
- (b) how much you must pay us for the Practice Review Services (**Practice Review Fee**),
- (c) any other relevant matter about the Practice Review Services,

before providing them (**Practice Review Agreement**). You agree that all of these Terms are included in the Practice Review Agreement, but that the Practice Review Agreement will prevail to the extent of any inconsistency with these Terms.

## Payment

- 4.3 The Practice Review Fee is due and owing, and you must pay it, on the date we enter into the Practice Review Agreement with you. If the Practice Review Agreement provides, you may pay the Practice Review Fee in equal monthly instalments to assist with your cash flow. You acknowledge that we have calculated the Practice Review Fee on the basis that all of it will be paid, and incurred costs in connection with the Practice Review Services in reliance of that.
- 4.4 If you terminate the Practice Review Agreement before we have finished providing the Practice Review Services you must immediately pay us all of the Practice Review Fee that has not been paid.
- 4.5 You will pay all necessary and reasonable out-of-pocket expenses that we incur in connection with the provision of the Practice Review Services within 20 Business Days of us invoicing you for them.
- 4.6 The method of delivering the Practice Review Services, including the employees or contractors used by us, will be determined by us in our sole discretion. They can be delivered via telephone, remotely or by onsite attendance, or at places or locations determined by us. We must act reasonably in exercising such discretion.
- 4.7 The Practice Review Fee may have a goods and services tax (**GST**) component which we will tell you about. You must pay that GST in addition to the Practice Review Fee at the time you pay the Practice Review Fee (or monthly instalments).

## Assistance

- 4.8 During delivery of the Practice Review Services you will:
- (a) provide any assistance we reasonably require to deliver the Practice Review Services;
  - (b) cooperate with us;
  - (c) provide the information and documentation we reasonably require;
  - (d) ensure that your staff and agents cooperate with and assist us;
  - (e) ensure we (and our employees, contractors and agents) can access at all reasonable times any premises or data systems (e.g. IT systems and programs) controlled by you.

## Relationship

Nothing in these Terms or the Practice Review Agreement constitutes the relationship of employer and employee, agency, or partnership, between us and you, or between you and our employees, contractors or agents.

## 5 Payment of Applicable Fee

### Transaction process

- 5.1 On our web site we will offer you the ability to enter into a transaction to receive Member Services (other than Practice Review Services) from us if you pay us the Applicable Fee that applies to those Services (**Transaction**) as follows:
- (a) each Transaction initiated by you is an offer to buy the products or services selected by you, subject to these Terms (**Offer**);
  - (b) after you initiate the Transaction, you will receive an email from us acknowledging that we have received the Offer, but this does not mean that your Offer has been accepted;
  - (c) our acceptance of your Offer takes place when we send an email to you to accept it (**Confirmation Email**), at which point and on which date a contract between you and us will come into existence. The contract will relate only to those Services referred to in the Confirmation Email and incorporate these Terms;
  - (d) if we are unable to supply you with the Services for any reason, we will inform you of this by email and we will not process your Offer. If you have already paid for the relevant Services, we will refund you the full amount of the relevant Services;
  - (e) payment of the Applicable Fee for the relevant Services selected by you is in advance unless otherwise provided on our web site. We will take payment upon acceptance of your Offer.

## Prices

- 5.2 Prices are correct at the time they appear on our web site. However, we may change prices at any time before accepting your Offer.
- 5.3 Prices may have GST component which you may check at point of payment. GST may apply depending on the item or product you are purchasing, and the location you are purchasing from.

## 6 Automatic renewal

- 6.1 We offer an automated payment facility (**Renewal Facility**). If you opt-in to the Renewal Facility then this clause 6 will apply.
- 6.2 By opting in, Members are authorising us to deduct the Applicable Fee or Practice Review Fee for the Service they purchase, from their nominated credit card (Visa, Mastercard or Amex) or PayPal account. We will process the payment deduction promptly on or after the date the payment is due (**Payment Date**).
- 6.3 A Member that has opted in to the Renewal Facility must:
- (a) ensure there are sufficient funds available in their nominated account on the Payment Date;
  - (b) ensure the details (including contact and nominated account details) they provide are correct at all times, and notify us if such details change; and
  - (c) notify us if their nominated account is transferred or closed.
- 6.4 We may send you a reminder email before the Payment Date (**Payment Reminder**). This email will include details of the Applicable Fees or Practice Review Fee payable, and a reference to their nominated account for confirmation.
- 6.5 We may conduct an automated validation check against each Member's nominated account from time to time and contact Members if their account details need to be updated.
- 6.6 Members can opt out of the Renewal Facility up to and including 28 days from the date the Applicable Fees or Practice Review Fee is payable by contacting us on 1300 848 438 or emailing [hello@doceo.com](mailto:hello@doceo.com)
- 6.7 If your deduction of a payment method fails:
- (a) your financial institution and us could charge a dishonour fee;
  - (b) your financial institution might alternatively choose to honour the payment, but charge an overdrawing fee and default interest.
- 6.8 Members are responsible for any such fees and charges. Unless otherwise stated by us in writing, the relevant Applicable Fees or the Practice Review Fee are payable in advance and we will not provide the relevant Services until the Applicable Fees or Practice Review Fee has been paid. If the relevant Applicable Fees or Practice Review Fee are not paid on the Payment Date, then we may suspend providing the relevant Services until payment, refuse to provide the Services, or terminate our agreement with you.

## 7 Information service

- 7.1 All Provided Information is provided in good faith. You accept that any Provided Information provided by us is general information and is not in the nature of advice.
- 7.2 We derive our Provided Information from sources which we believe to be accurate and up to date as at the date of publication. We may update our Provided Information at any time.
- 7.3 We do not make any representations or warranties that the Provided Information is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. You must not Claim we are liable for any Loss resulting from any action taken or reliance made by you on any Provided Information.
- 7.4 You must use our Provided Information for lawful purposes only.

## 8 Disclaimer

- 8.1 Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or liability implied in these Terms or protected by law to the extent that such exclusion, restriction or modification would render these Terms or any provision of these Terms void, illegal or unenforceable. Subject to that:
- (a) you must not Claim that we are liable for any Loss (including any Consequential Loss) which you may directly or indirectly suffer in connection with:
    - (i) your use of this web site or any linked web site;
    - (ii) your use of or reliance on Provided Information;
    - (iii) our Services,

unless that Loss is caused by our negligence; or

- (b) you must not Claim that we are liable for any Consequential Loss which you may directly or indirectly suffer in connection with any failure or omission on our part to comply with our obligations as set out in these Terms;
- (c) any condition, warranty, right or liability which would otherwise be implied in these Terms or protected by law is excluded.

8.2 You acknowledge that:

- (a) prior to entering into these Terms you have been given a reasonable opportunity to examine and satisfy yourself of our Services; and
- (b) at no time prior to entering into these Terms have you relied on our skill or judgment and that it would be unreasonable for you to do so.

8.3 Nothing in these terms is intended to limit any right you may have under Australian Consumer Law. If Australian Consumer Law, or other law, states there is a guarantee in relation to any goods or services supplied by us, and our liability for failing to comply with that guarantee cannot be excluded, but may be limited, then to the extent permitted by law, our liability for breach of a condition or warranty implied by any legislation, including Australian Consumer Law, is limited to the following remedies (at our discretion):

- (a) in the case of goods, any one or more of the following:
  - (i) the replacement of the goods or supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the costs of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the costs of having the goods repaired; and
- (b) in the case of services:
  - (i) supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

## 9 Specific warnings

9.1 You must ensure that your access to this web site is not illegal or prohibited by laws which apply to you.

9.2 You must take your own precautions to ensure that the process which you employ for accessing this web site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. You must not Claim that we are liable for any interference or damage to your own computer system which arises in connection with your use of this web site or any linked web site.

9.3 Whilst we have no reason to believe that any Provided Information is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this web site updated. You must not Claim that we are liable for any Loss you suffer as a result of reliance by you upon the accuracy or currency of Provided Information.

9.4 We do not give you any assurances that any Provided Information will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.

9.5 Any opinions or advice by third parties remain the responsibility of those third parties and we do not guarantee the accuracy, completeness or usefulness of that content or its fitness for any particular purposes.

9.6 Where Provided Information contains opinions or judgements of third parties, we do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice. We do not accept liability for Loss caused by your reliance upon any Provided Information and it remains your responsibility to evaluate the accuracy, completeness and usefulness of any such Provided Information.

9.7 Responsibility for the content of advertisements appearing on this web site (including hyperlinks to advertisers' own web sites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## 10 Intellectual property rights

10.1 All Intellectual Property Rights in this web site, Provided Information and Deliverables (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. You assign all your right, title and interest in any Provided Information or Deliverable, and must do anything reasonably requested by us to give effect to that assignment. Information procured from a third party may be the subject of copyright owned by that third party. Except as expressly authorised by these Terms, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from;
- or

(b) commercialise, other than in respect of ordinary medical practice activities,

any part of this web site, the Provided Information and Deliverables without our written permission.

10.2 We grant to you a limited, revocable, terminable licence to use Intellectual Property Rights in this web site, Provided Information and Deliverables solely for the purpose that such was created for.

## 11 Trade marks

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- (a) in or as the whole or part of your own trade marks;
- (b) in connection with activities, products or services which are not ours;
- (c) in a manner which may be confusing, misleading or deceptive;
- (d) in a manner that disparages us or our information, products or services (including this web site).

## 12 Restricted use

Unless we agree otherwise in writing, you are provided with access to this web site and the Provided Information only for your personal use. You are authorised to print or keep a copy of any Provided Information for your personal use.

## 13 Links

### In this web site

13.1 This web site may contain links to other web sites ("**linked web sites**"). Those links are provided for convenience only and may not remain current or be maintained.

13.2 We are not responsible for the content or privacy practices associated with linked web sites.

13.3 Our links with linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

### To this web site

13.4 Except as expressly permitted by us in writing, we give no licence to exercise any Intellectual Property Rights in anything (including information and content such as films, sound recordings, literary works and artistic works, whether in a material form or not) on or accessible via this web site ("**materials**") and neither you nor any person permitted by you or subject to your directions or control who may be able to access any materials ("**controlled persons**") may exercise any such Intellectual Property Rights, including the right to reproduce the materials or to communicate them to the public (including via any form of linking). Without limiting the preceding sentence, any uses or disclosures (including reproductions and communications to the public) of any materials by you and by any controlled persons must be subject to you:

- (a) ensuring that those uses and disclosures are undertaken at your and their own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
- (b) ensuring that all links to any materials are never presented or useable in a way where the presentation or use of the link does not make it obvious to a viewer or user of the links or linked materials that the source of the materials is this web site;
- (c) ensuring that anyone by whom your and their links to the materials may be used or disclosed are the same as those who may access the materials directly from this web site;
- (d) ensuring that anyone by whom your or their links to the materials may be used or disclosed are not able to circumvent limits (including technological restrictions and as to location) applying in respect of the materials were the materials to be accessed or sought to be accessed directly from this web site rather than via their links; and
- (e) being otherwise subject to our directions, including any take down, cease or desist directions.

## 14 Privacy policy

We undertake to comply with the terms of our privacy policy which is annexed to these Terms.

## 15 Security of information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. You must not share your password, let anyone else access your account, or do anything that might put the security of your account at risk. We may remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of this web site.

## 16 Indemnity

You indemnify us from and against any Claim made against us or Loss we suffer, in connection with:

- (a) a breach by you of these Terms or a Practice Review Agreement;
- (b) a breach by you of any law or regulation, including the *Privacy Act 1988 (Cth)*;
- (c) any damage to property, personal injury or death caused by any act or omission of you, or in connection with your use of the Services,

except to the extent caused by our fraud or gross negligence.

## 17 Termination of access

Access to this web site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

## 18 Governing law

These Terms are governed by the laws in force in Queensland. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## 19 Changes

We may amend these Terms by giving you reasonable notice. You are responsible for informing yourself of any and all changes to these Terms and any notices, including on the website or by way of email, and should familiarise yourself with the changes. You will be taken to have consented to the amended Terms by your continued use of the Services.

## 20 Assignment

20.1 Your rights under these Terms or a Practice Review Agreement are not transferable.

20.2 We may assign, novate or transfer our rights or obligations under these Terms or a Practice Review Agreement on reasonable notice to you.

## 21 General

21.1 We accept no liability for any failure to comply with these Terms where such failure is due to circumstances beyond our reasonable control.

21.2 If we waive any rights available to us under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

21.3 If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.

## 22 Definitions

In these Terms, the following capitalised terms have the meaning given to them below unless the context requires otherwise:

- 22.1 **Applicable Fee:** the fee that is listed on our web site that you must pay for the relevant Member Service.
- 22.2 **Australian Consumer Law:** Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.
- 22.3 **Claim:** includes all actions, suits, causes of action, arbitrations, claims, demands, proceedings, complaints, objections, obligations, including any claim for restitution, unjust enrichment, compensation, reimbursement, contribution, damages or indemnity either at law or in equity or arising under a statute and whether actual or contingent.
- 22.4 **Consequential Loss:** means any loss of production, loss of revenue, loss of profit, loss of business reputation, business interruptions, loss of opportunities, loss of anticipated savings or wasted overheads, or any other loss that does not arise naturally and according to the usual course of things as a result of a breach of these Terms or other event giving rise to such loss, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties at the time they entered into these Terms.
- 22.5 **Deliverable:** any material, document, data, information or any other deliverable that we develop or provide to you in connection with the Practice Review Services.
- 22.6 **Freely Available Services:** services that we make available to both Members and non-Members on our web site from time to time.
- 22.7 **Intellectual Property Rights:** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, service marks, designs, patents, circuit layouts, plant varieties, business and domain names, database rights, the right to have confidential information kept confidential, know how, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields existing anywhere in the world, whether or not registered or capable of registration, and any goodwill associated with such activity and any applications, renewals and extensions of such rights.
- 22.8 **Loss:** loss, liability, damage, cost or expense of a property, personal or other nature arising and whether present or future, known or unknown, actual or contingent, including all legal and other professional expenses on a solicitor client basis incurred in connection with investigating, disputing, defending or settling any Claim.
- 22.9 **Members:** those who have registered in accordance with clause 3.
- 22.10 **Member Services:** services that we may make available to Members from time to time as described on our web site, including Practice Review Services, but excluding Freely Available Services.
- 22.11 **Payment Date:** the date an Applicable Fee is due for payment of a Service that you have purchased under clause 4.
- 22.12 **Practice Review Agreement:** has the meaning given in clause 4.2.
- 22.13 **Practice Review Fee:** has the meaning given in clause 4.2.
- 22.14 **Practice Review Services:** the provision of medical practice consulting services which may include a review of your medical practice and recommendations from us in connection with your medical practice.
- 22.15 **Provided Information:** information (including any documents or the content of any podcasts or videos or any other electronic media): (a) contained on this web site; or (b) made available or provided to you in connection with our Services.
- 22.16 **Services:** any services that we provide you, including the Practice Review Services, Member Services and Freely Available Services.
- 22.17 **Terms:** these terms and conditions.