

User Terms and Conditions // Updoc

Medical emergencies: If you require immediate medical attention, contact your treating general practitioner or call 000.

DO NOT USE THE PLATFORM IF:

you have or think you may have an emergency or critical condition or symptom, including, but in no way limited to:

- severe chest pain;
- heart attack;
- stroke;
- loss of consciousness;
- severe bleeding; or
- breathing difficulty.

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using this Platform or believe that you, or anyone is in an urgent, dangerous or emergency situation, you should not use the Platform and instead contact 000 immediately or seek alternative and appropriate medical services.

Prescriptions: Please note that the Health Practitioners providing the Services will only be prescribing medications that they reasonably believe to be necessary to treat your health conditions.

In no event, will they be prescribing:

- medications or drugs listed in Schedule 8 of the SUSMP No 35 (Poisons Schedule February 2022);

Our disclosures

Please read this Agreement carefully prior to accepting this Agreement. By accepting this Agreement, you agree that:

- we may amend the Platform Fee and Processing Fee by providing you with written notice. If you do not agree to this, you may terminate the Agreement;
- we may set-off or deduct from any monies payable to you under this Agreement (including but not limited to the Medication Fees), any amounts which are payable by you to us (whether under this Agreement or otherwise), including but not limited to the Service Fee, Processing Fee and Platform Fees;
- we are acting as your limited payment collection agent and we are not required to pay you any amount until we receive payment from the Patient;
- we may modify our fees by giving you 30 days written notice;
- any amounts refunded to a Patient may become a debt that you owe us;
- subject to your Consumer Law Rights, you have not relied on any representations or warranties made by us prior to entering this Agreement that are not included in this Agreement;

- you may be required to pay our costs arising from your (or your Personnel's) acts or omissions, your (or your Personnel's) breach of this Agreement or any Law; any Data Incidents caused by you (or your Personnel); and your provision of any documentation or information to us;
- subject to your Consumer Law Rights, we exclude our Liability for any payment fraud by a patient; your (or your Personnel's) acts or omissions, any use of the Services by a person other than you, any works, services, goods materials or items which do not form part of the Services set out in this Agreement, events beyond our reasonable control (including Force Majeure Events) and Consequential Loss;
- subject to your Consumer Law Rights, our Liability for the supply of the Services will be limited to, at our discretion the repayment of the Service and Platform fee paid by you to us; and
- this Agreement will automatically renew unless you provide us with prior notice that you wish to terminate this Agreement (see Term in the Schedule).

This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Overview

Thank you for using Updoc.

We facilitate the provision of health services, including telehealth consultations, from health practitioners such as doctors and nurse practitioners (**Health Practitioners**) to individuals (the **Services**) and we connect individuals with partner pharmacies (**Pharmacies**) to facilitate the dispensing of certain prescription medications.

Our online platform consists of our website located at <https://updoc.com.au> (**Platform**), which is owned and operated by Venture Startups Pty Ltd ACN 648 935 282 (**Updoc, we, us, our**).

Please read these terms and conditions (**Terms**) carefully as they form a contract between Platform users (**User, you**) and us (**Agreement**). By using the Platform, you agree with and accept the Terms in this Agreement.

This Agreement, our Privacy Policy and all policies and guidelines published on the Platform from time to time form the entire agreement between you and us. If you do not accept any terms of the Agreement, you must cease using the Platform immediately.

We reserve the right to amend the Terms at any time, and by continuing to use the Platform, you accept the Terms as they apply from time to time.

2. Scope of Our Platform

2.1 Overview

- (a) Our Platform connects individuals with Health Practitioners for the purposes of running telehealth consultations. The Health Practitioners are registered doctors or nurse practitioners.
- (b) Through the Platform, Health Practitioners can provide a range of health services to individuals, if the Health Practitioner considers it appropriate and in line with their legal obligations.

- (c) Our Platform also connects individuals with Pharmacies and facilitates the order and delivery service for certain prescription medications (**Medication**).

2.2 Our role

- (a) We act as the developer and provider of the Platform and our role is limited to:
 - (i) facilitating your access to and use of the Platform;
 - (ii) taking feedback about the Platform; and
 - (iii) improving and modifying the Platform.
- (b) By accessing and using the Platform, you agree and acknowledge that:
 - (i) we do not offer or provide any medical or health services, or employ any Health Practitioners or Pharmacies to provide health services to individuals;
 - (ii) you are not able to choose your Health Practitioner;
 - (iii) we are not responsible for, and have no control over the use of the Platform by other Users;
 - (iv) we are not responsible for and do not control, any consultation, any health services or the accuracy of information provided by Health Practitioners;
 - (v) we are not responsible for and do not control, any services from Pharmacies; and
 - (vi) we reserve the right, but are not obliged, to monitor, verify, modify or delete, any material or information created, generated or transmitted by Users through the Platform (collectively, **User Content**) and we do not control the accuracy of User Content.

3. Registration and Access to Platform

3.1 Requests for health services via the Platform

- (a) To use the Services, you must accept these Terms and our [Privacy Policy](#) which forms a contractual relationship between you and us.
- (b) To use our Platform, you must:
 - (i) possess the legal right and ability to enter into a legally binding agreement; and
 - (ii) provide complete and accurate information to all the items in the request page of the Platform, which includes your full name, date of birth, contact details (including email address and phone number), credit or debit card details, and medical history (**Request Information**).
- (c) The information you provide us through the Platform, including but not limited to your Request Information, must be accurate, complete and up to date. We are not obliged to confirm the identity of Users but may, at our discretion, take reasonable steps to ensure details are accurate.
- (d) You acknowledge and agree that if the information that you provide to us is incomplete or inaccurate the Health Practitioners may not be able to provide their health services to you.

- (e) We reserve the right to refuse to process any User requests for any reason at our sole discretion or to deny anyone access to a subscription or the Platform at any time and for any reason, without notice.

3.2 Nurse Practitioners

- (a) Your consultation with a Health Practitioner may be with a nurse practitioner. A nurse practitioner is able to order and prescribe certain medications and write medical certificates.
- (b) If the nurse practitioner is not able to assist with your needs, you may be connected with a Health Practitioner who is a registered doctor.

3.3 Requests for pharmacy services using the Platform

- (a) The Platform connects a User with Pharmacies and facilitates an order and delivery service for Medication.
- (b) You may:
 - (i) request that a Health Practitioner sends a prescription that they have written during the provision of Services (**Prescription**) to a Pharmacy or directly to you by mail; and
 - (ii) place an order for Medication through the Platform with a Pharmacy (**Order Request**). The Order Request is sent to the Pharmacy through the Platform.
- (c) The Pharmacy may accept or reject a User's Order Request (which, if accepted, becomes an Order). By accepting an Order Request, the Pharmacy confirms that it is legally permitted to supply the Medication in the Order Request. Pharmacies may reject an Order Request:
 - (i) in their sole discretion,
 - (ii) if the Medication is not in stock, or
 - (iii) if the Pharmacy cannot contact you to confirm details of your Prescription.

If the participating Pharmacy rejects an Order Request, we may offer the Order Request to other participating Pharmacies on the Platform (if any).

- (d) Once a Pharmacy has accepted an Order Request, the Pharmacy and User can communicate using contact details provided on the Platform. Pharmacies may need to contact Users in order to confirm Prescription details.
- (e) Once a Pharmacy has dispatched the Medication requested by a User, the User will be notified of the estimated timeframe for the delivery of the Medication via email by the Pharmacy.
- (f) Payment for any Order will be made by the User when the Pharmacy accepts an Order Request. Users will make payment through our third party payment processor.
- (g) Each User understands and agrees that the Platform is an online introductory platform and only provides ordering and delivery services. Our responsibilities are limited to facilitating the functionality of the Platform and delivering the Medication. We are not an employment agency or labour hire business and Pharmacies are not our contractors or agents.
- (h) We are not a party to any agreement entered into between a Pharmacy and a User. We have no control over the conduct of Pharmacies, Users and any other

users of the Platform and the services. We accept no liability for any aspect of the User and Pharmacy interaction.

- (i) In using the Platform to access Pharmacy Services, you agree that:
 - (i) that Pharmacies may only sell or provide Medications that are listed on our website and will not accept an Order through the Platform that includes any Medications classed as controlled or restricted drugs/substances under Schedule 8 of the SUSMP No 35 (Poisons Schedule February 2022);
 - (ii) that the dispensing of requested Medication may require a phone consultation or in-person consultation with the Pharmacy;
 - (iii) if you do not provide a valid prescription, a Pharmacy may not be able to accept an Order Request;
 - (iv) if you are placing an Order Request for your child or other charge, you warrant that you are that child's parent or legal guardian.

3.4 Account

- (a) Where the option is made available to you through the Platform, you may register for an account with us (**Account**) to allow you to receive the Services and manage any health services that you receive from Health Practitioners.
- (b) To register for an Account, you must provide complete and accurate information to all the items in the Account registration page of the Platform (**Registration Information**). Your Registration Information must be complete, accurate and up-to-date and you must update your Registration Information through the functionality of your Account if it changes.
- (c) When registering for an Account, you must nominate a username and password. You are responsible for maintaining the confidentiality and integrity of the Account, the password and for all use and activity carried out on your Account. If you believe that there has been unauthorised access to your Account, please contact us.
- (d) We reserve the right to deny anyone access to an Account at any time and for any reason, without notice.

3.5 Subscription

- (a) When submitting a request, you will have the option to register for a subscription to the Platform. The types and features of the available subscription plans are displayed on the Platform during registration and are updated from time to time.
- (b) Each Subscription will automatically renew on the last day of the initial subscription period that you agreed to, calculated from the date the subscription begins until the subscription is cancelled or this Agreement is terminated in accordance with clause 12.
- (c) If you subscribe to the Platform, we will issue you with a personalised link that you can use to request health services from the Health Practitioner, or if you have an Account, you can request health services directly through your Account functionality. Your personalised link must only be used by yourself, and in combination with your identity information (including your name, date of birth and email address).

3.6 Use

- (a) By accessing and using the Platform as a User, you represent and warrant that:
 - (i) you are at least 18 years of age;
 - (ii) you are currently living in Australia and have an Australian residential address;
 - (iii) you have the legal right, authority and capacity to agree to and abide by the Terms of the Agreement; and
 - (iv) any information that you provide to us or a Health Practitioner through the Platform will be accurate, complete and up-to-date.
- (b) By accessing and using the Platform as a User, you agree and acknowledge that:
 - (i) we are not a party to, or a participant in, any contractual relationship between Users and/or Health Practitioners and/or Pharmacies;
 - (ii) we do not guarantee the existence, availability, suitability, legality or safety of the Platform;
 - (iii) we do not provide a health service and any communication from Updoc or its employees does not constitute medical advice or a health service;
 - (iv) the Health Practitioners and Pharmacies that we connect Users to are not employees or representatives of Updoc;
 - (v) consultations are between Health Practitioners and Users and we are not responsible for any information or services provided in the consultations, and do not warrant that the consultations are suitable for Users;
 - (vi) where you agree, the Health Practitioner may record your consultation for training and quality assurance purposes;
 - (vii) the Health Practitioners have full and absolute discretion in determining whether a consultation or other health service provided via the Platform is suitable for you;
 - (viii) we do not guarantee that a Health Practitioner will issue you with a medical certificate, a prescription or provide any other health service to you following a consultation via the Platform;
 - (ix) we are not responsible for the relationship between Users and Health Practitioners or Pharmacies;
 - (x) we are not a health service provider or regulated health service under the National Law; and
 - (xi) your access to and use of the Platform is non-transferable.
- (c) By submitting a request for health services, you agree that we may send you text (**SMS**) messages, push notifications and emails as part of the normal business operation of your use of the Platform. You may opt-out of receiving these communications from us by contacting us and you acknowledge that opting out of receiving these communications may impact your use of our Platform.

3.7 Medical certificates

- (a) Neither we, nor the Health Practitioners using our Platform, guarantee that a medical certificate will be provided. Provision of any health services (including a telehealth consultation and/or provision of a medical certification) remains at all times at the sole and complete discretion of the Health Practitioner.
- (b) If the Health Practitioner considers it appropriate to provide a medical certificate, we will deliver the medical certificate to you by the method and in the format you choose at check-out, being either by post, by email or by SMS. If you have an Account, you may also view your medical certificates through your Account dashboard.

3.8 Prescriptions

- (a) Neither we, nor the Health Practitioners using our Platform, guarantee that a prescription for medication will be provided. Provision of any health services (including a telehealth consultation and/or provision of a prescription) remains at all times at the sole and complete discretion of the Health Practitioner.
- (b) If the Health Practitioner considers it appropriate to provide a prescription for medication, we will send the prescription electronically to you or the Pharmacy according to your instructions.

4. Use of Platform

4.1 Permitted Use

- (a) You may view the Platform using a web browser or mobile device and copy or print hard copies of parts of the Platform solely for the purposes provided for in these Terms.
- (b) Any other use, including the modification, distribution, transmission, republication, display or performance of the content on the Platform, except as provided for under these Terms, is strictly prohibited.

4.2 Your Obligations

You represent and warrant to:

- (a) use the Platform in accordance with these Terms and for lawful purposes only;
- (b) comply with applicable laws and regulations; and
- (c) contact your general practitioner immediately if directed to by a Health Practitioner.

4.3 Limitations

In accessing the Platform, you represent and warrant that you will not:

- (a) modify or copy the layout of the Platform or any computer software and code contained in the Platform;
- (b) commit any act or engage in any practice that:
 - (i) is harmful to our systems, reputation or goodwill; or

- (ii) interferes with or disrupts the integrity of the Platform, including but not limited to, by hacking, transmitting any viruses, spyware, malware or any other unauthorised malicious code of a destructive or disruptive nature;
- (c) create accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means;
- (d) restrict, or attempt to restrict, another User from using or enjoying the Platform;
- (e) interfere with the privacy of another person or harvest or otherwise collect information about others, including Registration Information, without their consent;
- (f) infringe any intellectual property rights or any other contractual or proprietary rights of another person;
- (g) bypass any measures used to prevent or restrict access to our Platform;
- (h) do any act, engage in any practice or omit to do any act or engage in any practice that:
 - (i) is or could reasonably be considered obscene, illegal, offensive, inappropriate, defamatory, indecent, threatening or objectionable in any way;
 - (ii) would cause us to breach or to be taken to breach a law;
 - (iii) would bring us into disrepute; or
 - (iv) interferes with the integrity or supply of the Platform to all Users;
- (i) encourage or facilitate violations of these Terms;
- (j) distribute or send communications that contain spam, chain letters, or pyramid schemes; or
- (k) harass, intimidate, act violently or inappropriately towards or be discriminatory against another User.

5. Payment Terms

5.1 Fees

- (a) We may charge fees to Users in consideration for us making the Services available.
- (b) Fees may be one-off (**One-off Fees**) or for an annual subscription (**Subscription Fees**) (collectively, **Fees**).
- (c) We will advise you of any applicable Fees (including any applicable GST) when you are requesting a health service through our Platform. Our Fee rates can be found on our website and Platform, prior to check out.
- (d) Fees are payable in advance and are non-refundable, except as expressly provided in these Terms.
- (e) Fees and all other fees, charges and prices are stated in Australian dollars and are exclusive of applicable taxes, unless otherwise stated. Fees may be converted to your local currency at the time of payment. We will be entitled to add on GST for any supply in Australia.
- (f) We reserve the right to change the Fees at any time and we will provide Users with reasonable notice of any fee changes before they become effective.

- (g) You are responsible for paying all Fees and taxes and we reserve the right to charge you such applicable taxes.

5.2 Payment method

- (a) Fees must be paid in advance with a valid credit card.
- (b) Subscription Fees must be paid monthly or annually in advance in accordance with the option selected by you when you subscribe, with a valid credit card and access to the Platform is conditional on timely payment of all Fees by you.
- (c) All credit card payments are subject to validation checks and authorisations by the card issuer. If the issuer of your payment card refuses to or does not for any reason authorise payment of the Fees, the payment will not be processed.
- (d) If any applicable Subscription Fee is not paid to us or automatically debited for any reason by the due date, we may, at our discretion:
 - (i) cancel your Account or personalised subscription link; or
 - (ii) temporarily suspend your access to all or some of the features of the Platform until such time as payment of the Subscription Fee is received by us in full.

5.3 Refund of Fees

- (a) If the Health Practitioner that you are connected with determines, in their sole and absolute discretion, that telehealth is not appropriate in your circumstances, then we will refund the Fees paid by you in full within a reasonable timeframe.
- (b) If you have an annual subscription and you cancel your subscription under clause 12 or if we cancel your subscription as a result of you breaching these Terms, then any Subscription Fees paid will not be refunded and any outstanding Subscription Fees and other fees become immediately due and payable upon cancellation.
- (c) If we terminate your Account, subscription or access to or operation of the Platform for any other reason and you have paid applicable Subscription Fees in respect of the period after cancellation, we will refund any Subscription Fees you have paid on a pro rata basis to a bank account notified by you for that purpose within a reasonable time of cancellation.

5.4 Order Fees

- (a) Any payments for Medication (including delivery) (**Order Fee**) will be made through our third party payment processor, or by any other payment method set out on the Platform.
- (b) Payment for the Order Fee will be processed at the time the Pharmacy accepts the Order Request.
- (c) As the Pharmacy's limited payment collection agent, we will collect all payments for Medication and the payment will be transferred to the Pharmacy according to the agreement we have with the Pharmacy.
- (d) To the extent permitted by law, once an Order Request has been accepted by a Pharmacy, no refund will be provided to you, unless the Pharmacy is unable to fulfill the Order and dispatch the Medication (**Cancellation**). We will notify you immediately of the Cancellation and notify you of other participating

Pharmacies who may be able to accept your Order Request. In the event of a Cancellation you may choose to have a full refund or to submit an Order Request to another Pharmacy (if any).

6. Discounts & Offers

Discounted Offering - Website popup discount

- a) **Eligibility:** This discounted offer is applicable only to: Express Consultation Requests with Medical Certificate Partner Practitioners. The offer is open to individuals who meet the criteria set forth in the offer and fulfill any additional requirements specified. This offer does not apply to Telehealth Calls, or any variation of Telehealth Call requests that may be made available from time to time. Accessing this offer, and a subsequent consultation request, does not guarantee any outcome.
- b) **Duration:** The discounted offer is valid indefinitely, unless otherwise specified, at the sole discretion of the company. All Express Consultation Request services made within this period for the select outcome will be considered for the discount.
- c) **Discounted Rate:** The discounted rate specified in the offer will be applied to the fee for the Express Consultation Request with Medical Certificate Partner Practitioners. This rate is exclusive to the mentioned service only and may not be applicable to any other services or outcomes offered by the company or third parties (i.e. Practitioners).
- d) **Application Process:** To avail the discount rate, individuals must follow the instructions provided in the offer details. This may include clicking a link to avail a unique session, or entering a unique discount code during the Express Consultation Request process, or any other specified procedure.
- e) **Limitations:** The discounted offer is subject to availability and may be limited to a certain number of Express Consultation Requests or a specific time frame. The company reserves the right to modify or withdraw the offer at any time without prior notice.
- f) **Non-Transferable:** The discounted offer is non-transferable and cannot be combined with any other promotions, discounts, or offers unless explicitly stated. It is applicable to the individual who makes the Express Consultation Request and cannot be used on behalf of another person or entity.
- g) **Reservation of Rights:** The company reserves the right to refuse or cancel an Express Consultation Request if it does not meet the eligibility criteria or if any fraudulent activity is suspected. The company also reserves the right to modify or terminate the terms and conditions of the discounted offer at its discretion.
- h) **Acceptance of Terms:** By participating in the discounted offer and making an Express Consultation Request with Medical Certificate Partner Practitioners, individuals

acknowledge that they have read, understood, and agreed to comply with these terms and conditions.

Discounted Offering – 50% Advertisement discount

- a) **Eligibility:** This discounted offer is applicable only to Express Consultation Requests with Medical Certificate Partner Practitioners. The offer is open to individuals who meet the criteria set forth in the offer and fulfill any additional requirements specified. This offer does not apply to Telehealth Calls, or any variation of Telehealth Call requests that may be made available from time to time. Accessing this offer, and a subsequent consultation request, does not guarantee any outcome.
- b) **Duration:** The discounted offer is valid indefinitely, unless otherwise specified, at the sole discretion of the company. All Express Consultation Request services made within this period for the select outcome will be considered for the discount.
- c) **Discounted Rate:** The discounted rate specified in the offer will be applied to the fee for the Express Consultation Request with Medical Certificate Partner Practitioners. This rate is exclusive to the mentioned service only and may not be applicable to any other services or outcomes offered by the company or third parties (i.e. Practitioners).
- d) **Application Process:** To avail the discount rate, individuals must follow the instructions provided in the offer details. This may include clicking a link to avail a unique session, or entering a unique discount code during the Express Consultation Request process, or any other specified procedure.
- e) **Limitations:** The discounted offer is subject to availability and may be limited to a certain number of Express Consultation Requests or a specific time frame. The company reserves the right to modify or withdraw the offer at any time without prior notice.
- f) **Non-Transferable:** The discounted offer is non-transferable and cannot be combined with any other promotions, discounts, or offers unless explicitly stated. It is applicable to the individual who makes the Express Consultation Request and cannot be used on behalf of another person or entity.
- g) **Reservation of Rights:** The company reserves the right to refuse or cancel an Express Consultation Request if it does not meet the eligibility criteria or if any fraudulent activity is suspected. The company also reserves the right to modify or terminate the terms and conditions of the discounted offer at its discretion.
- h) **Acceptance of Terms:** By participating in the discounted offer and making an Express Consultation Request with Medical Certificate Partner Practitioners, individuals acknowledge that they have read, understood, and agreed to comply with these terms and conditions.

Discounted Offering – 30% Advertisement discount

- i) **Eligibility:** This discounted offer is applicable only to Express Telehealth Call Consultation Requests. The offer is open to individuals who meet the criteria set forth in the offer and fulfill any additional requirements specified. Accessing this offer, and a subsequent consultation request, does not guarantee any outcome.
- j) **Duration:** The discounted offer is valid indefinitely, unless otherwise specified, at the sole discretion of the company. All Express Telehealth Call Consultation Request services made within this period for the select outcome will be considered for the discount.
- k) **Discounted Rate:** The discounted rate specified in the offer will be applied to the fee for the Express Telehealth Call Consultation Request. This rate is exclusive to the mentioned service only and may not be applicable to any other services or outcomes offered by the company or third parties (i.e. Partner Practitioners).
- l) **Application Process:** To avail the discount rate, individuals must follow the instructions provided in the offer details. This may include clicking a link to avail a unique session, or entering a unique discount code during the Express Telehealth Call Consultation Request process, or any other specified procedure.
- m) **Limitations:** The discounted offer is subject to availability and may be limited to a certain number of Express Telehealth Call Consultation Requests or a specific time frame. The company reserves the right to modify or withdraw the offer at any time without prior notice.
- n) **Non-Transferable:** The discounted offer is non-transferable and cannot be combined with any other promotions, discounts, or offers unless explicitly stated. It is applicable to the individual who makes the Express Telehealth Call Consultation Request and cannot be used on behalf of another person or entity.
- o) **Reservation of Rights:** The company reserves the right to refuse or cancel an Express Telehealth Call Consultation Request if it does not meet the eligibility criteria or if any fraudulent activity is suspected. The company also reserves the right to modify or terminate the terms and conditions of the discounted offer at its discretion.
- p) **Acceptance of Terms:** By participating in the discounted offer and making an Express Telehealth Call Consultation Request, individuals acknowledge that they have read, understood, and agreed to comply with these terms and conditions.

Free Trial

- a) **Free Trial Duration:** The Updoc Plus Free Trial Offer is valid for a period of 30 days from the date of enrollment. During this time, you will have unlimited access to

consultation requests with Medical Certificate Partner Practitioners who are able to assess your needs and provide an outcome they deem suitable.

- b) **Eligibility:** The Updoc Plus Free Trial Offer is available to new customers who have not previously subscribed to Updoc Plus. It is only applicable to consultations with Medical Certificate Partner Practitioners. This offer does not apply to Telehealth Calls, or any variation of Telehealth Call requests that may be made available from time to time.
- c) **Free Trial Activation:** To activate the Updoc Plus Free Trial Offer, you must provide valid payment information. No charges will be made during the free trial period.
- d) **Cancellation:** You have the right to cancel your participation in the Updoc Plus Free Trial Offer at any time during the 30-day trial period. To cancel, you can visit your account settings or contact our customer support. If you cancel before the end of the trial period, you will not be charged. If you cancel before the end of the trial period, you will no longer have access to the services enabled by Updoc Plus, effectively immediately from cancellation.
- e) **Commencement of Updoc Plus Subscription:** After the 30-day free trial period, your Updoc Plus subscription will automatically commence. The first payment for the subscription will be due on the day immediately following the end of the trial period.
- f) **Subscription Terms:** The Updoc Plus subscription is an ongoing service billed on a monthly basis. By subscribing to Updoc Plus, you agree to pay the applicable subscription fees according to the selected plan. The subscription provides access to a range of Updoc Plus services, including consultation requests with Medical Certificate Partner Practitioners. This access does not apply to Telehealth Calls, or any variation of Telehealth Call requests that may be made available from time to time.
- g) **Fair Use Policy:** Updoc Plus operates under a fair use policy. While the free trial offers unlimited consultation requests with Medical Certificate Partner Practitioners, Updoc reserves the right to monitor usage and take necessary actions if any abuse or excessive use is detected. Updoc may, at its sole discretion, limit or terminate the service if it is found that the service is being used in a manner that violates the fair use policy.
- h) **General Terms:** The Updoc Plus Free Trial Offer is subject to Updoc's general terms of service and privacy policy. By participating in the free trial offer, you agree to comply with these terms and conditions as well as the terms of service and privacy policy.
- i) **Modification or Termination:** Updoc reserves the right to modify or terminate the Updoc Plus Free Trial Offer at any time, for any reason, without prior notice. In the

event of modification or termination, Updoc will not be liable to you or any third party for any changes or consequences resulting from such modifications or terminations.

7. Intellectual Property Rights

- (a) In these Terms, **Intellectual Property Rights** means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.
- (b) We own or are the licensee of all rights, title and interest (including Intellectual Property Rights) in the Platform or to the material (including all text information and content, graphics, logos, type forms and software) made available to you on the Platform (collectively, **Platform Content**). Your use of and access to the Platform does not grant or transfer any rights, title or interest to you in relation to the Platform Content.
- (c) You may access the Platform using a web browser or mobile device, and electronically copy and print hardcopy the Platform Content solely for your personal, non-commercial use.
- (d) You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any Platform Content or any other material in whatever form contained within the Platform unless expressly stated otherwise in these Terms.
- (e) To the extent that the Platform uses any open source or third-party code that may be incorporated into the Platform, such access to the open source code is provided subject to the terms imposed by the licensor of that open source code. You acknowledge and agree that any open source code is made available "as is", without any warranty from us.

8. User Content

8.1 General

- (a) We reserve the right, but are not obliged, to monitor, review, verify, edit, modify or delete material, content, data or information created, generated or transmitted by Users through the Platform (**User Content**) and we do not control the accuracy of User Content.
- (b) We do not claim ownership of any User Content. You grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide, assignable and transferable licence to use, reproduce, modify, copy, store and share the User Content, for our business or commercial purposes.
- (c) You consent to any act or omission which would otherwise constitute an infringement of your moral rights. If a third party has moral rights in your User Content, you must ensure the third-party consents in the same manner.
- (d) The views expressed in any User Content are the views of Users and not those of us unless specified otherwise. We are not responsible for and disclaim all

liability in respect of any User Content. We encourage you to report problems, offensive content or comments and malicious use of the Platform to us.

8.2 Security of content

- (a) We will take all reasonable steps to implement, maintain and enforce security procedures and safeguards to protect the security, confidentiality and integrity of the User Content from unauthorised access or use by a third party or misuse, damage or destruction by any person.
- (b) However, we do not guarantee and cannot ensure the security of User Content and to the extent permitted by law, we expressly exclude liability for any such loss, however caused.

8.3 Prohibited content

You must not create, upload or generate any User Content:

- (a) unless you hold all necessary rights, licences and consents to do so;
- (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (c) that we consider inappropriate, offensive, abusive, indecent or illegal; or
- (d) that infringes the rights, including intellectual property rights, of any third party.

9. Third Party Links

The Platform may contain links and other pointers to websites or applications owned and operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. Your access to any such website is entirely at your own risk. You should contact the relevant third-party directly to enquire as to the accuracy and completeness of that information prior to entering into a transaction in relation to the third-party products and services.

10. Disclaimer

To the fullest extent permitted by law, you agree and acknowledge that:

- (a) the Platform is provided “as is” and “as available” and the entire risk arising out of your use of the Platform remains solely with you;
- (b) we do not control, endorse and are not responsible for any User Content;
- (c) we retain complete control over the Platform and may alter, amend or cease the operation of the Platform in our sole discretion;
- (d) we make no warranty or representation that any result or objective can or will be achieved or attained by accessing the Platform;
- (e) we make no warranty or representation that the Platform will be continuous, uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times;
- (f) we may remove any content, material and/or information, including any User Content, without giving any explanation or justification for removing the material and/or information;
- (g) you are responsible for considering the appropriateness of the Platform, its services and any Platform Content, for your intended application and use and

- we give no warranty, guarantee or representation that the Platform, its services or the Platform Content is suitable for or meets your requirements; and
- (h) we reserve the right, but are not obliged, to monitor or become involved in any dispute between Users.

11. Exclusions and limitation of liability

- (a) To the fullest extent permitted by law, we are not liable to you or anyone else for any loss or damage you may suffer or incur in connection with:
- (i) your access to and use of the Platform and Platform Content;
 - (ii) your inability to access or use the Platform and Platform Content or any of the health services provided by Health Practitioners via the Platform;
 - (iii) any User Content;
 - (iv) any interactions between you and a Health Practitioner;
 - (v) any interactions between you and a Pharmacy; and
 - (vi) unauthorised creation, access or use of your personal information, Account or your User Content,
- even if we have been advised of the possibility of such loss.
- (b) To the fullest extent permitted by law, we exclude:
- (i) liability for special, indirect or consequential damages, including damages for loss of data, reputation, goodwill and opportunity, loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit; and
 - (ii) all representations, warranties or terms (whether express or implied) other than those set out in these Terms.
- (c) This clause 10 will survive the termination or expiry of this Agreement.

12. Dispute Resolution

- (a) A party must not commence legal proceedings relating to this Agreement unless the party wishing to commence proceedings has complied with this clause 11. However, this clause will not apply where a party seeks urgent interlocutory relief from a court.
- (b) If a dispute arises between the parties out of or relating to this Agreement, then:
- (i) the party alleging the dispute must notify the existence and nature of the dispute to the other party within 10 days of the dispute arising (**Dispute Notice**);
 - (ii) upon receipt of a Dispute Notice, the parties must, within 5 days, engage in good faith negotiations and use best endeavours to resolve the dispute;
 - (iii) if the dispute is not resolved as provided in paragraph (ii) within 5 days of receipt of the Dispute Notice, then either party may refer the dispute to

mediation as provided in paragraph (iv) and must do so before initiating proceedings in a court to resolve the dispute;

- (iv) any dispute which is referred to mediation must be referred to the Resolution Institute and must be conducted in accordance with the Mediation Rules of the Resolution Institution or the parties may appoint a mediator by mutual agreement; and
- (v) if the dispute is not resolved within 30 days of referral to mediation, any party is free to initiate proceedings in a court in respect of the dispute.

13. Termination

- (a) Where you are a one-off user, this Agreement will terminate upon delivery of the Health Practitioner's services to the User via the Platform.
- (b) Subscribed Users may terminate this Agreement by providing notice to us by email or through your Account functionality if you have registered for an Account. Termination will be effective upon our receipt of the notice, following which, we will disable the User's subscription at the end of the month within which the notice or cancellation is received.
- (c) We may suspend your Account, subscription or your access to or use of the Platform, or any portion of the Platform and/or terminate this Agreement immediately by providing notice to you by email, if we believe that you have breached the terms of this Agreement, or for any other reason in our sole discretion, subject to clause 12(d) below. We may disable your access to your Account and personalised subscription link immediately on providing notice to you if we believe your conduct is likely to interfere with the Platform, or the rights of any third parties. Otherwise, the termination will be effective at the end of the month within which the notice is provided to you.
- (d) Users shall remain obligated to complete any outstanding payment for any Subscription Fee or other amounts under this Agreement which arose before the Agreement termination date.
- (e) We reserve the right to cease operating the Platform, or any part of the Platform, without notice and for any reason.
- (f) On expiry or termination of this Agreement or if clause (e) applies:
 - (i) access to your Account or personalised subscription link will expire or cease; and
 - (ii) we will not be liable for any costs, losses or damages arising as a result of terminating your access to the Platform.
- (g) We are not liable for any costs, losses or damages of any kind arising as a consequence of terminating your access to the Platform.

14. Privacy

We will collect, use and disclose any personal information you provide us when accessing or using the Platform in accordance with our Privacy Policy. For more information on our information collection and handling practices, please view our [Privacy Policy](#).

15. Consumer Guarantees

- (a) Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).
- (b) Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.
- (c) The goods and services provided by a Pharmacy might also confer you certain Statutory Rights.

16. General

16.1 Variation

We may vary, amend, or otherwise modify these Terms at any time. We will publish the new Terms on the Platform and on our website at which time they will be effective. Your continued use of the Platform following the posting of the new Terms constitutes your acceptance of the new Terms.

16.2 No Waiver

No waiver of rights under this Agreement shall constitute a subsequent waiver of this or any other right under this agreement. Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

16.3 Severability

If any provision of our Terms is unenforceable or invalid, it will be ineffective to the extent it is unenforceable or invalid and will not affect the enforceability or validity of the remaining provisions.

16.4 Governing law and jurisdiction

This Agreement is governed by the laws in force in New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

16.5 Contact us

Your feedback is important to us and our community. We welcome and encourage you to provide feedback, reviews, comments, and suggestions for improvements to the Platform (**Feedback**). You may submit Feedback by contacting us via contact@updoc.com.au

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Terms last updated June 2023.