

Terms of Service

Thank you for using our service. We advise that you read the terms and conditions as below well as the privacy policy which will form the Agreement on use of the Service and Mobile Application provided through the Website.

Introduction

“**the Service**” means the provision of Health Information and other information electronically principally from the website <https://doctor.cartulahealth.com.au> (“**the Website**”) and/or via Mobile Application to you or at your request to your Provider, making available such information for download and storage in electronic medium as further described below in the section under the heading **The Service**.

Health Information means information made available by your Provider(s) concerning your health and medical condition including your health records, medical history (including payment records for medical services), medical prescription (current and past), medical report, medical test results, medical appointments, and any other medical related data.

“**this Agreement**” means the agreement between you and us comprising the Terms and Conditions governing your use of the Service and Mobile Application.

“**the Terms and Conditions**” means the terms and conditions set out in this document as well as Privacy Policy on this link (<https://www.cartulahealth.com/tcpp>).

Mobile Application means the app (in IOS, Android or any other version that may be deployed) that you may download into your device in order to access the Service through your mobile device.

Privacy Policy means the policy on this link (<https://www.cartulahealth.com/tcpp>) which describes how we collect and use your information.

Provider means medical services provider who may hold your Health Information.

Terms and conditions

The Terms and Conditions herein govern the Service offered through the Website and Mobile Application.

By creating an account with us or use of the Service or downloading Mobile Application, you confirm that the Service you receive from us is governed by the Terms and Conditions. You may have also confirmed your agreement to the Terms and Conditions through any other means that we may specify from time to time.

We reserve the right to amend these terms and conditions at any time. We will notify you of any amendment, for example via a service notification or an email associated with your account. If you disagree with any of the Terms and Conditions or as amended, you must immediately discontinue your use of the Service or Mobile Application and your continued

use of the Service under the Terms and Conditions as amended constitute your agreement to be bound by the Terms and Conditions as amended.

The Service

The Service is offered by us through the Mobile Application and/or Website. The purpose of the Service is to provide you with access to Health Information that is held or maintained by your Provider; and in the case where you are the legal representative or lawful guardian or parent of a patient, to provide you with access to Health Information of that patient maintained by his Provider.

In providing the Service, we work with Providers (including healthcare providers) who hold and maintain data relating to health status, medical record (which may include payment/transaction relating to your medical history). You may use the Service to access and download information about your Health Information from Provider. We do not warrant that any of the information provided by any Provider is true or accurate.

We hereby grant to you a revocable, non-exclusive, and non-assignable license to use the Service. We and the relevant Provider own all proprietary rights to the Service, including but not limited to all copyrights, trademarks, servicemarks, patents, software and related content and any other rights of any kind or nature as they relate to the Service.

Price and payment

Provision of the Service may be subject to payment of a subscription fee that we may determinate from time to time and published on the Website. We reserve the right to suspend or terminate use of the Service and/or Mobile Application in the event that the subscription fee is not paid notwithstanding reminder from us communicated to you by email, telephone, telephone messaging or such mode of communication that we deem appropriate.

Termination

We may modify, suspend, or terminate operation of or access to, the entire or any part of the Service at any time for whatsoever reason. Without limitation to the foregoing, we may terminate your individual access to, and use of, the Service (including license granted herein) at any time and for whatsoever.

You may terminate your use of the Service by deleting the Mobile Application.

Without prejudice to the foregoing, we reserve the right to terminate your right to access and use of the Service (including license granted herein) upon your breach of any of the Terms.

Survival

The disclaimer of warranties, the limitation of liability, your warranty and indemnification as well as the jurisdiction and applicable law provisions will survive any termination. For the avoidance of doubt, any fee due and payable prior to termination remain payable notwithstanding such termination.

Your obligation

You agree to comply with all guidelines and notices that we may issue from time to time in connection with the use of the Service via the Website or Mobile Application, as well as revision(s) to such guidelines and notices.

You acknowledge that we are the sole and exclusive owner (unless otherwise stated) of all intellectual property rights in the Website and Mobile Application and any software through which the Service is provided. You will not use the Website or Mobile Application other than specifically authorized in the Terms and Conditions.

You shall not use the Service or Mobile Application for commercial purposes without our written permission.

You agree that, except as expressly permitted under applicable law, you will not reverse engineer, disassemble, or otherwise attempt to derive the source code form of Mobile Application or the Website or any software through which the Service is provided.

You agree not to use the Service or Mobile Application other than in compliance with all applicable laws and regulations.

You agree to indemnify and hold us, the Providers and each of our affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives and licensors harmless from and against any and all losses, expenses, damages, costs and expenses (including attorneys' fees), resulting from any breach of the Terms and Conditions.

Technical Requirements

Availability of the Service and continued use of Mobile Application is dependent complying with the requirement in the browser, application/app, operating system that we may determine and/or update from time to time. You agree that we are not responsible for ensuring that your device comply with these requirements in order to be able use the Service.

Warranty exclusion

YOU ACKNOWLEDGE THAT WE ARE A TECHNOLOGY COMPANY AND THAT THE SERVICE DO NOT CONSITUTE THE PRACTICE OF MEDICINE; AND THE SERVICE SHOULD NOT CONSITUTE AS GIVING OF MEDICAL ADVICE TO ANY AILMENT OR MEDICAL CONDITION THAT YOU MAY BE EXPERIENCING. YOU SHOULD SEEK PROFESSIONALLY QUALIFIED MEDICAL ASSISTANCE SUCH AS A DOCTOR FOR ANY AILMENT OR MEDICAL CONDITION THAT YOU MAY EXPERIENCE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE ACCURACY OF DATA UNDER THE SERVICES AND UNINTERRUPTED ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; ANY LOSS, DAMAGE, OR OTHER INTERRUPTION OF ACCESS TO THE SERVICE; OR ANY

DISCLOSURE OF INFORMATION TO THIRD PARTIES; DAMAGE TO EQUIPMENT AND/OR SOFTWARE USED BY YOU TO ACCESS THE SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR COMPUTER SYSTEM (INCLUDING BUT NOT LIMITED TO YOUR MOBILE DEVICE), OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY CONTENT, DATA, AND/ OR SOFTWARE IN CONNECTION WITH THE SERVICE. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL INFORMATION, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SERVICE.

YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ENSURING THAT ANOTHER PERSON OR ENTITY TO WHOM YOU HAVE SENT INFORMATION (INCLUDING HEALTH INFORMATION) OR TO WHOM YOU HAVE GIVEN ACCESS CAN KEEP SUCH INFORMATION CONFIDENTIAL AND SECURE, AND THE APPROPRIATENESS OF GIVING THEM ACCESS TO SUCH INFORMATION. WE CANNOT AND DO NOT TAKE ANY RESPONSIBILITY FOR WHAT THE OTHER PERSON OR ENTITY WILL DO WITH YOUR INFORMATION.

IN THE EVENT THAT THE ABOVE PROVISIONS ARE HELD INVALID, OUR LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED FROM YOU UNDER THE SERVICE; AND THIS PROVISION WILL ONLY APPLY IF AN ARBITRATOR WITH APPLICABLE JURISDICTION OR COMPETENT COURT FINDS EXCLUSIONS OF DAMAGES ABOVE TO BE UNENFORCEABLE.

Privacy

Use or access to the Service and use of Mobile Application is subject to the Privacy Policy. By creating an account with us or use of the Service or downloading Mobile Application, you indicate your consent and acceptance to the Privacy Policy including our use of information according the Privacy Policy. We reserve the right to amend the Privacy Policy from time to time. If you disagree with any part of the Privacy Policy, you must immediately discontinue the use of the Service and delete Mobile Application from all of your devices.

Miscellaneous

Validity - The invalidity or unenforceability or any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision of these Terms and Conditions, which shall remain in full force and effect.

Language - Although the Terms and Conditions may be accompanied by other language versions, it is the English version that shall take legal effect.

Dispute resolution – All disputes arising FROM or related to this Agreement, including all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of the state of NSW, without reference to conflict of laws principles.

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