Updoc – User Terms and Conditions

These terms and conditions (**Terms**) govern your access to, and use of, all Updoc-branded applications, websites (including our website and platform located at https://updoc.com.au), content and products (**Updoc Platform**) as well as the Services that are made available through the Updoc Platform by Venture Startups Pty Ltd (ABN 67 648 935 282) trading as 'Updoc' (**Updoc**, **we**, **us** or **our**).

By using any part of the Updoc Platform, and in consideration of us providing you with access to it, you confirm that you agree to be bound by the Terms. If you use the Updoc Platform for another person (**Family Member**), you confirm that you have legal authority to act for them (for example, you are their parent or legal guardian) and you accept the Terms on their behalf. If you do not agree to the Terms, you must not access or use the Updoc Platform or request Services.

If you require IMMEDIATE medical attention, call emergency services on '000' or go to your nearest hospital emergency department. Do not use the Updoc Platform if you have, or you think you may have, an emergency or critical condition or symptom, which can include, but is not limited to, chest pain, breathing difficulties or severe bleeding.

1. Scope of Terms

1.1 The Terms set out how we: (a) facilitate the provision of healthcare services (including, but not limited to, medical certificates, specialist referrals, pathology referrals or prescriptions) from independent AHPRA-registered medical practitioners, nurse practitioners, psychologists or other health practitioners (**Partner Practitioners**); (b) facilitate the provision of pharmacy-related services, including the fulfilment and delivery of medicines to you by pharmacies that we have direct or indirect arrangements with (**Partner Pharmacies**) based on prescriptions provided by Partner Practitioners; (c) facilitate the provision of other services provided by third-party health service providers (for example, pathology or radiology providers) that we have direct or indirect arrangements with (**Diagnostic Partners**); and (d) provide you with access to the Updoc Platform, which may contain records of your communications with Partner Practitioners, Partner Pharmacies and Diagnostic Partners (**Partner Providers**) and other medical information (collectively, the **Services**).

2. Amendments

You agree that Updoc may amend these Terms from time to time and any amendments made will become effective upon Updoc posting the updated Terms at this location. Where required by Law, we will notify you of amendments that materially affect your rights under these Terms and provide you with reasonable notice.

3. Our role & the role of Partner Providers

3.1 We act as the developer and provider of the Updoc Platform and our role includes: (a) taking feedback about the Updoc Platform; (b) improving and modifying the Updoc Platform (at our discretion); and (c) facilitating your access to, and use of, the Updoc Platform so that you can request Services, subject to you paying the Fees.

3.2 **Partner Practitioner relationship** – You agree that: (a) healthcare and medical services are provided by Partner Practitioners and other Partner Providers who each exercise their own independent professional judgement when providing Services to you; (b) any communication from Updoc staff is not medical advice; (c) you form a "practitioner-patient" relationship with each Partner Practitioner that you consult with or otherwise obtain advice or an outcome from; (d) we are not a party to that "practitioner-patient" relationship; (e) your interactions with Partner Practitioners do not replace in-person care (including your visits

to, or your relationship with, your general practitioner); (f) you are responsible for informing your general practitioner of any outcomes provided by a Partner Practitioner (including, but not limited to, any medical certificates, referrals or prescriptions) (**Health Outcomes**) or authorising us in writing to transfer such information to your general practitioner; and (g) if you experience any side effects or adverse reactions relating to any Health Outcomes, you should immediately consult your general practitioner or arrange a further consultation with a Partner Practitioner or, if your symptoms are severe, call emergency services on '000'.

3.3 **Partner Pharmacy relationship** – If a Partner Practitioner issues you a prescription, we may offer to connect you with a Partner Pharmacy to dispense and deliver it upon your request (**Fulfilment Request**). You acknowledge and agree that: (a) we are not a pharmacy; (b) a Partner Pharmacy may accept or reject a Fulfilment Request, and we may decline to facilitate it (at our discretion); and (c) if a Partner Pharmacy accepts, it will provide, through us, a quote for the fee to complete the request (**Fulfilment Fee**) that is valid for 24 hours unless withdrawn earlier. Fulfilment Fees are managed under clauses 9 and 10 (Fees and Payment Method).

3.4 **Diagnostic Partner relationship** – If a Partner Practitioner issues a referral for diagnostic services, we may offer to connect you with a Diagnostic Partner to carry it out. You are not required to use a Diagnostic Partner, and you may take your referral to any diagnostic provider of your choice. If you need a copy of your referral, you may ask us for it. If you choose a Diagnostic Partner to fulfil your referral, you acknowledge and agree: (a) the Diagnostic Partner sets its own timeframes for completing the referral and reporting results back to us; and (b) you are responsible for following up with the Diagnostic Partner about the completion of your referral and the provision of your results.

3.5 **No responsibility or liability for Partner Providers** – to the extent permitted by Law, you agree that we are not responsible for, and we are not liable to you for, any act or omission of any one or more Partner Provider, including in connection with any services, goods or outcomes that they provide.

4. Accounts, verification and access

4.1 **Creating an Account** – You must create an account (**Account**) using your personal email address and mobile number to receive and manage the Services, including communications and materials from Updoc and Partner Providers (**Materials**). We may send verification codes or links to confirm your contact details. You agree that you are responsible for all activity on, and access to, your Account.

4.2 **Family Subscription Account** – A person may purchase a family subscription (**Family Subscription**) and that person is the administrator of the Family Subscription (**Account Administrator**). The Account Administrator selects eligible Family Members (up to the relevant Family Subscription limit) and may, at their discretion, add or remove Family Members. The Account Administrator can view the membership status of each Family Member and the billing information relating to the Family Subscription. We do not provide the Account Administrator with access to any Family Member's health information, except as outlined under clauses 4.3 and 4.4 or where a Family Member has otherwise granted access.

4.3 **Minors & Account Administrators** – Where you are an Account Administrator and a Family Member is under 18 years of age (**Minor Member**): (a) you warrant that you are at least 18 years of age; (b) you warrant that you are the Minor Member's parent or legal guardian and you have authority to manage their healthcare; (c) you consent, on the Minor Member's behalf, to these Terms (including the collection, use and disclosure of the Minor Member's personal and health information in accordance with our Privacy Policy); (d) you may provide

your contact method for the Minor Member and all Materials in relation to that Minor Member will be sent to that elected contact method; and (e) you acknowledge that the Minor Member's engagement with Partner Providers requires your presence throughout that engagement.

4.4 **Adults & Account Administrators** – Where a Family Member is 18 years of age or older (**Adult Member**): (a) you acknowledge and agree that the Adult Member must consent to being added to the Family Subscription; (b) you warrant that any contact details that you provide for an Adult Member belong to them and they are provided with their prior consent; and (c) Account Administrators will not have access to an Adult Member's health information unless the Adult Member has granted that access through their Account permissions or has otherwise provided us with their consent. Invitations to join, and all other Materials, will be sent to the Adult Member using the contact details provided by the Account Administrator.

4.5 **Account set-up** – you must: (a) provide accurate, current and complete contact details; (b) not share your Account credentials or provide access to your Account to any third party (including family members or friends); (c) ensure the security, integrity and confidentiality of your email, mobile number and Account; and (d) notify Updoc immediately at privacy@updoc.com.au if you suspect unauthorised access to your email, mobile phone or otherwise to your Account.

5. Requests through the Updoc Platform and Fair Use

5.1 You represent and warrant that: (a) you are at least 18 years of age or, if you are under 18 years of age, you use the Updoc Platform with an Account Administrator at all times; (b) you have the legal right, authority and capacity to agree to, and abide by, the Terms; (c) you are capable of consenting to any health or medical treatment (or, if you are under 18 years of age, your Account Administrator is able to consent on your behalf); (d) you have an Australian residential address; (e) you will be located in Australia each time you request and receive a Service; and (f) all the information that you provide to us and each Partner Provider is true, accurate, complete and up-to-date.

5.2 By accessing or using the Updoc Platform, you acknowledge and agree that: (a) you will comply with our fair use policy located here (**Fair Use Policy**); (b) unless we commit otherwise, you are not able to choose the Partner Provider that provides a Service to you; (c) we do not guarantee that the Updoc Platform, the Services or any other products or services will be continuously available or available at any particular time; (d) we do not warrant or represent that the Services or other products or services are suitable for you or for any of your conditions; and (e) a Partner Practitioner will only consider one requested outcome for each request for a Service.

6. No guarantee of Health Outcomes

You agree that: (a) Partner Practitioners use their independent clinical judgement when providing the Services and have complete discretion to determine whether a Health Outcome is appropriate for you, including the method that they use to provide that Health Outcome; and (b) Updoc and Partner Practitioners do not guarantee that you will receive the Service or a Health Outcome. Without limiting the above, you acknowledge that Partner Practitioners are unable to prescribe controlled, addictive or Schedule 8 medications or provide backdated medical certificates.

7. Government Rebates and exclusions from Subscriptions

7.1 Except as expressly stated by Updoc, you agree that: (a) the Services provided by Partner Practitioners are not covered by Medicare; and (b) bulk billing and Medicare rebates will not be available for Services provided.

7.2 Where Updoc states that it facilitates Services for which a Medicare rebate or benefit is, or may be, payable or assignable (**Medicare Service**), that Medicare Service may either be billed by 'private billing' or 'bulk billing' (as expressly stated before or at the time of the Service).

7.3 If the Medicare Service is stated to be a private billing arrangement, you will pay the applicable Service Fee and, if you are eligible, you (or, if you authorise them, Updoc, its Affiliates or a Partner Practitioner on your behalf) may claim the applicable Medicare rebate for that Medicare Service, which Medicare will pay into your nominated Medicare-linked bank account.

7.4 If the Medicare Service is stated to be a bulk billed Medicare Service and you are eligible, you assign your right to the Medicare benefit for that Medicare Service to the Partner Practitioner who provides or will provide it, and you: (a) authorise Updoc (or its Affiliates or agents) to complete and lodge the written electronic assignment of benefit agreement on your behalf in the approved form; (b) consent to receiving that agreement and any confirmation electronically (including by email or SMS); (c) agree that the assigned Medicare benefit is accepted as full payment for the provision of that Medicare Service and no additional or separate fee will be charged to you for it; (d) agree that, if the Medicare benefit cannot be claimed because you were not eligible for it or because information you provided was incorrect or incomplete, you will be liable to pay the applicable private fee for that Medicare Service (as notified to you before the Service is provided); and (e) acknowledge that we do not warrant or guarantee your eligibility for, or the timing, amount or success of, any Medicare benefit or rebate.

7.5 Without limiting clause 7.2, to access Medicare rebates for psychological services provided by Partner Practitioners: (a) you must hold a valid referral (and any required 'Mental Health Treatment Plan') from an eligible medical practitioner or other relevant referrer; (b) you are responsible for checking your eligibility on the Medicare website or by contacting Medicare; and (c) you agree that we do not warrant or guarantee, nor are we responsible for, the timing, amount or success of any Medicare rebate claim.

7.6 If you are eligible for a Medicare Service, Updoc facilitates the provision of the Medicare Services independently from its Subscription offering and you do not require a Subscription to access that Medicare Service. You agree that: (a) a Subscription does not include, and Subscription Fees are not consideration for, any Medicare Service; (b) Medicare Services are billed separately, and nothing in a Subscription entitles you to a Medicare Service or any Medicare rebate or benefit; and (c) without limiting your obligations under these Terms, you will provide true, accurate and complete information to enable Updoc or Partner Practitioners to determine your eligibility to receive a Medicare Service or Medicare rebate or benefit.

8. Termination or suspension of access to Updoc Platform

8.1 If you have requested a one-time Service, these Terms will terminate once that Service has been provided to you.

8.2 If you have requested a subscription for the Services as outlined here (including a Family Subscription) (**Subscription**), your Subscription (and these Terms) will renew automatically

at the end of each billing period for the period of the Subscription that you have elected, and we will charge the applicable Subscription Fee to your Payment Method at each renewal until you cancel it through your Account (for example, if you have elected a monthly subscription, your Subscription will renew on a monthly basis). You may cancel your Subscription at any time, and you will have access to the Services that are part of your elected Subscription through to the end of your billing period, unless you elect to cease access immediately. Where a Family Subscription is cancelled, each membership under that subscription is terminated at the same time.

8.3 To cancel your Subscription, you must use the functionality provided through your Account and follow the prompts provided. If you do not have access to your Account, you may contact us at contact@updoc.com.au to assist you to obtain access to your Account. Except for a written termination notice provided by your authorised legal representative (for example, someone with a valid power of attorney), you agree that Updoc will not accept termination notices provided by any other third party on your behalf. Only Account Administrators can terminate a Family Subscription.

8.4 We may suspend your Account, terminate the Subscription or your access (or the access of your Family Subscription) to, or any use of, the Updoc Platform (in whole or in part) and terminate these Terms: (a) immediately if we reasonably believe that: (i) you have breached the Terms, including our Fair Use Policy; (ii) you may be at risk of harm or you may harm other individuals, including because of your use of the Services; or (iii) your conduct interferes, or is likely to interfere, with the Updoc Platform, the Services or the rights of any third party; or (b) for any reason and without cause, by giving you 7 days' written notice.

9. Fees

9.1 **Service Fees & Platform Access** – Updoc may charge you a one-off fee (**One-off Fee**) or a monthly fee or annual fee for a Subscription (**Subscription Fee**) in consideration for us providing you with access to the Updoc Platform and for facilitating the provision of the Services (**Service Fees**). Updoc outlines the Service Fees here (including the Subscription Fees relating to the Family Subscription) and prior to checkout. Where Service Fees differ between the links provided in this clause 9.1 and the Service Fees stated prior to checkout, the Service Fees prior to checkout will prevail. You agree that: (a) all Service Fees are payable in advance and are non-refundable, except as provided in these Terms; (b) all Service Fees and other fees, charges and prices are stated in Australian dollars and are inclusive of GST (where applicable), unless otherwise stated; and (c) you are responsible for paying all Service Fees (including any applicable GST).

9.2 **Pharmacy Fulfilment Fee** – If you accept the Fulfilment Fee within the validity period, a separate agreement forms between you and the Partner Pharmacy for dispensing and delivery. You authorise us to collect the Fulfilment Fee from you, as limited payment collection agent for the relevant Partner Pharmacy, and to remit it to that Partner Pharmacy or its intermediary. Payment of the Fulfilment Fee to us discharges your obligation to pay that amount to the Partner Pharmacy.

10. Payment Method

You agree that all Service Fees and Fulfilment Fees (**Fees**) must be paid in advance using a valid credit or debit card or any other payment method that we accept from time to time (**Payment Method**). In addition, you agree that: (a) Subscription Fees must be paid monthly or annually (based on the type of Subscription that you choose) in advance through your elected Payment Method and access to the Updoc Platform and any Services is conditional on timely payment of all Fees by you; (b) you authorise Updoc, or its elected third-party payment processor, to charge your Payment Method in accordance with the Terms,

including to carry out validation checks and authorisations and to automatically charge or debit your Payment Method based on the goods and services that you have chosen; and (c) you remain responsible for any Fees that are not paid, including where a payment from your Payment Method fails or is reversed.

11. Refunds

11.1 **Australian Consumer Law** – Nothing in these Terms limits your rights under the Australian Consumer Law (**ACL**).

11.2 **One-off Service** – if you have paid a One-off Fee and a Partner Practitioner determines that your request in relation to the Service is not appropriate in your circumstances, we will refund that One-off Fee to your original Payment Method within 7 business days after notifying you of that determination.

11.3 **Subscriptions** – if you terminate your Subscription under clause 8, or we terminate your Subscription under clause 8 (other than for termination without cause), Subscription Fees already paid are not refundable and any outstanding Fees become immediately due and payable. If we terminate your Subscription without cause under clause 8, and you have paid applicable Subscription Fees in respect of the period after termination, we will refund, on a pro-rata basis, any Subscription Fees you have paid to your original Payment Method within 7 business days.

11.4 **Pharmacy Fulfilment refunds** – you agree that once you have paid for a Partner Pharmacy to dispense a prescription that is the subject of your Fulfilment Request, you will not be able to request a refund for the Fulfilment Fee (unless the goods or services are faulty or you are otherwise entitled to a refund by Law).

11.5 **No refunds for missed appointments** – there may be instances where Updoc allows you to book an appointment with a Partner Practitioner. If you fail to attend, or you cancel less than 48 hours before your appointment, you will forfeit the Service Fee for that appointment, and you may not be eligible to claim a Medicare rebate for that appointment.

11.6 **Refunds to original Payment Methods** – Despite anything in the Terms, refunds under these Terms are made to your original Payment Method. If you are unable to provide the details of your original Payment Method, we will provide you with credit up to the value of the refund amount that you can apply to a One-off Fee or Subscription Fee and that will expire 12 months from the date of issue.

12. Discounts

Updoc may provide discounts for some or all of the Services and for specific users of the Updoc Platform under particular circumstances (**Discount Codes**). You agree that: (a) Discount Codes do not constitute a representation or guarantee that a Partner Practitioner will provide a Service or Health Outcome to you; and (b) we may withdraw any Discount Code at our discretion without notice to you. Notwithstanding anything to the contrary, all Discount Codes will only apply to One-off Fees and Subscription Fees and will not apply to any other fees (including Fulfilment Fees).

13. Use of Platform

13.1 You may view the Updoc Platform using a web browser or through an application installed on your mobile device solely for the purposes provided for in these Terms. You agree that: (a) you will only use the Updoc Platform in accordance with these Terms and only for lawful purposes; and (b) any use other than the use specified under these Terms, including the

modification, distribution, transmission, republication, display or performance of the content on the Updoc Platform, is strictly prohibited. Updoc reserves the right to refuse access to, or prevent the use of, the Updoc Platform by any person (including you or a Family Member) at its sole discretion at any time and without notice.

13.2 In accessing the Updoc Platform, you represent and warrant that you will not: (a) modify or copy the layout of the Updoc Platform, the Services or any computer software and code contained in the Updoc Platform; (b) commit any act or engage in any practice that: (i) is harmful to our systems, reputation or goodwill; (ii) interferes with, or disrupts the integrity of, the Updoc 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 person from using or enjoying the Updoc Platform; (e) interfere with the privacy of another person or otherwise collect information about other users without their consent; (f) infringe our Intellectual Property Rights or any of our contractual or proprietary rights (including those of another person); (g) bypass any measures used to prevent or restrict access to the Updoc 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 any Laws; (iii) would bring us into disrepute; (iv) interferes with the integrity or supply of the Updoc Platform to other users; (i) encourage or facilitate violations of the 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 or our personnel.

14. Intellectual Property Rights

We own or licence all rights, title and interest in the Updoc Platform, including any Platform Content. You agree that: (a) your use of, and access to, the Platform Content does not grant or transfer any rights, title or interest to you in relation to the Platform Content; (b) your right to access and use the Platform Content is limited to the duration of your one-off use of a Service or Subscription and solely for your personal non-commercial use; and (c) you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any Platform Content, Updoc's Intellectual Property Rights or any other material in whatever form contained within the Updoc Platform.

15. User Content

15.1 You agree that: (a) we reserve the right, but we are not obliged, to monitor, review, verify, edit, modify or delete material, content, data or Personal Information created, generated or transmitted by you through the Updoc Platform (**User Content**); (b) we do not control the accuracy of User Content; (c) we do not claim ownership of any User Content; and (d) you have obtained all relevant consent and authorisation required for the purpose of the User Content created, generated or transmitted by you through the Updoc Platform.

15.2 You: (a) 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; (b) consent to any act or omission which would otherwise constitute an infringement of your moral rights; and (c) if a third party has moral rights in your User Content, you must ensure the third party consents in the same manner.

15.3 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;

(c) that we consider inappropriate, offensive, abusive, indecent or illegal; or (d) that infringes the rights, including Intellectual Property Rights, of any third party.

16. Third Party Links

The Updoc Platform may contain links and other pointers to websites or applications owned or operated by third parties (**TP Links**). You agree that: (a) we do not control the TP Links and are not responsible for any content in connection with such TP Links; (b) your access to any TP Links is entirely at your own risk and subject to any terms and conditions imposed by the third party provider of the TP Links; and (c) you should contact the relevant third party directly to enquire as to the accuracy and completeness of any information provided through the TP Links prior to accessing or using the TP Links.

17. Exclusions and limitation of liability

17.1 Other than the warranties, conditions, rights or guarantees implied by applicable Law, the exclusion of which would contravene such applicable Law or cause this clause to be void (**Non-excludable Rights**), you agree that the Updoc Platform, and all Services, Health Outcomes, goods or services provided through it, are provided "as is" without any warranty or conditions. Nothing in these Terms has the effect of excluding, restricting or modifying the Non-excludable Rights.

17.2 Without limiting clause 17.1, you agree that we are not liable for any loss, damage, costs or expenses (including legal costs) (**Losses**) suffered or incurred by you or any other person in connection with: (a) any acts or omissions of Partner Providers, including any clinical care, diagnosis, treatment or clinical decisions of Partner Providers; (b) the Services, Health Outcomes or any other products or services provided by Partner Providers; (c) any transmission or use of the User Content (unless our transmission or use breaches these Terms); or (d) any access, disclosure or loss of Personal Information (including Records) caused, or contributed to, by Partner Providers.

17.3 If we are liable for a breach of a Non-excludable Right, to the extent permitted by applicable Law, we limit our liability to: (a) in relation to goods, repairing or replacing those goods, or paying the cost to have those goods repaired or replaced; or (b) in relation to services, supplying those services again, or paying for the cost to have those services supplied again.

17.4 To the extent permitted by Law our total cumulative liability to you for all Losses suffered or incurred by you or any other person for all claims, whether arising in contract, negligence or any other tort, under statute or otherwise (**Claim**), is limited in aggregate to the Fees paid by you in the 12 months preceding the most recent Claim determined by reference to the date that the Claim arose.

17.5 To the extent permitted by Law, we will not be liable to you in respect of any Claim under, or in connection with, these Terms for any loss of profit, data (including loss of Records, Materials or User Content), goodwill or business, for any interruption to business, for any failure to realise anticipated savings or for any consequential, indirect, special, punitive or incidental Losses.

18. Indemnities provided by you

You agree to indemnify, and hold harmless, Updoc, its Affiliates, directors, officers, partners, employees, contractors and agents from any Losses suffered or incurred by them, resulting from, or in connection with: (a) your breach of the Terms; (b) your use of the Updoc Platform or your violation of any laws or any third-party rights; and (c) any Claim by any

person that had access to your Account or otherwise had access to the Services through you.

19. Privacy

19.1 You acknowledge and agree that: (a) we will collect, use and disclose any "Personal Information" and "Sensitive Information" (including "Health Information") (as such terms are defined under the *Privacy Act 1988* (Cth)) (collectively, the **Personal Information**) when you access or use the Updoc Platform, or when you request or receive a Service, in accordance with our Privacy Policy; (b) any Personal Information you provide to us may be provided to, and accessed by, more than one Partner Provider for the purpose of providing you with a Service or any other goods and services; (c) that we may record consultations and interactions with any one or more Partner Provider (where enabled) for training, quality and assurance purposes; (d) Updoc and Partner Providers may contact you, or send Materials to you, via email, calls, text messages (SMS or any other form of text messages) or push notifications to your mobile device; and (e) Updoc may contact you via email and text message for marketing purposes, which you can choose to opt-out from receiving at any time.

19.2 You also agree that: (a) Partner Providers will keep clinical and other records of their consultations and any interactions with you, which will include your Personal Information (**Records**); (b) it is each Partner Provider's responsibility to (where applicable) maintain the Records as required by Law; and (c) we may hold the Records and maintain them as required by Law and in accordance with our Privacy Policy.

20. General

20.1 Clauses 3, 4, 8 to 11 and 13 to 22 survive the expiration or termination of these Terms for any reason, together with those provisions which are expressly stated or by their nature are intended to survive the termination or expiration of these Terms.

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

20.3 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.

20.4 This agreement, comprising these Terms, 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.

20.5 Details of the code of conduct that health organisations need to adhere to can be found here.

20.6 In these Terms, words importing the singular include the plural and vice versa. The expression "person" used in these Terms will include any individual, partnership, company or unincorporated association. References to "includes" and "including" shall be read as being immediately followed by the words "without limitation".

21. 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 Updoc Platform. You may submit feedback by contacting us via contact@updoc.com.au.

22. Definitions

In these Terms:

(a) **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. 'Control', for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party.

(b) **Authority** means: (a) any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity; or (b) any professional body or self-regulatory organisation that performs statutory functions.

(c) **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.

(d) **Law** means any applicable law (including subordinate or delegated legislation or statutory instruments of any kind), judgment, order, policy or official directive or request (even if it does not have the force of law) of any Authority applicable to any of the parties.

(e) **Platform Content** means all Intellectual Property Rights in the Updoc Platform, including the material (including all information, text, content, graphics, logos, type forms and software) that is made available on the Updoc Platform.

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