#### **Terms and Conditions**

### **Cancer Care Diagnostics**

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Phone: +61 2 8251 4000

Effective Date: 12 September 2025 Last Updated: 12 September 2025

#### 1. Introduction

These Terms and Conditions ("Terms") govern your use of the Sydney Breast Clinic website operated by Cancer Care Diagnostics ("we," "our," or "us"). By accessing or using our website, you agree to be bound by these Terms.

#### 2. About Our Practice

Sydney Breast Clinic is a specialist medical practice providing breast health services including diagnostic imaging, consultations, and breast health education. Our practice is directed by Professor Mary Rickard.

#### 3. Website Use

## 3.1 Permitted Use

You may use our website for:

- Obtaining information about our services
- Booking appointments through our third-party booking system
- Subscribing to our newsletter
- Accessing patient results through our secure portal

#### 3.2 Prohibited Use

### You must not:

- Use the website for any unlawful purpose
- Attempt to gain unauthorised access to our systems
- · Transmit any harmful or malicious code
- Copy, reproduce, or distribute website content without permission
- Use automated systems to access our website excessively

### 4. Medical Information and Disclaimers

#### 4.1 General Medical Disclaimer



The information on this website is for general educational purposes only and does not constitute medical advice. You should not rely on this information as a substitute for professional medical advice, diagnosis, or treatment.

### 4.2 No Doctor-Patient Relationship

Use of this website does not create a doctor-patient relationship between you and Sydney Breast Clinic or any of our practitioners until you attend a formal consultation.

### 4.3 Emergency Situations

This website is not intended for emergency medical situations. If you have a medical emergency, immediately contact emergency services or visit your nearest emergency department.

### 4.4 Individual Results May Vary

Any treatment outcomes, testimonials, or results mentioned on this website are individual cases and results may vary between patients.

### 5. Appointment Booking

### 5.1 Third-Party Booking System

Appointments are booked through HealthEngine, a third-party service. By using the booking system, you agree to HealthEngine's terms and conditions and privacy policy.

### 5.2 Cancellation Policy

Cancellations must be advised by phone at least 24 hours prior to your appointment. Failure to provide adequate notice may result in a late cancellation or non-attendance fee.

#### 5.3 Telehealth Services

We offer both in-person and telehealth consultations. Specific terms for telehealth services will be provided at the time of booking.

#### 6. Patient Results Portal

Patient results are accessible through MyVue, a secure third-party portal. Access to results is governed by MyVue's terms and conditions and privacy policy.

#### 7. Newsletter and Communications

### 7.1 Newsletter Subscription

Newsletter subscriptions are voluntary. We typically send quarterly newsletters containing practice updates and breast health information.

### 7.2 Unsubscribing

You may unsubscribe from our newsletter at any time by:

- Replying to any newsletter email with "UNSUBSCRIBE" in the subject line
- Contacting our clinic directly on +61 2 8251 4000

### 8. Intellectual Property

#### **8.1 Website Content**

All content on this website, including text, images, logos, and graphics, is owned by Cancer Care Diagnostics or used with permission. This content is protected by Australian and international copyright laws.

#### 8.2 Limited License

We grant you a limited, non-exclusive license to access and use our website for its intended purposes. This license does not permit downloading, copying, or reproducing content for commercial use.

## 9. Third-Party Links and Services

Our website contains links to third-party websites and services (including HealthEngine and MyVue). We are not responsible for the content, privacy practices, or terms of these third-party services.

### 10. Privacy

Your privacy is important to us. Please review our Privacy Policy, which governs how we collect, use, and protect your personal information.

## 11. Limitation of Liability

## 11.1 Website Availability

We strive to maintain website availability but do not guarantee uninterrupted access. We may suspend or restrict access for maintenance or other reasons.

#### 11.2 Information Accuracy

While we endeavour to ensure information accuracy, we do not warrant that all website information is current, complete, or error-free.

#### 11.3 Liability Limits

To the extent permitted by Australian law, our liability for any damages arising from your use of this website is limited to the maximum extent possible.

#### 12. Professional Standards

## **12.1 Medical Registration**

Our practitioners are registered with the Australian Health Practitioner Regulation Agency (AHPRA) and adhere to professional medical standards.

### 12.2 Professional Indemnity

We maintain appropriate professional indemnity insurance as required by Australian medical practice standards.

### 13. Age Restrictions

#### 13.1 Minors

If you are under 18 years of age, you must have parental or guardian consent to use our website and services.

#### 13.2 Treatment of Minors

Medical treatment of patients under 18 requires appropriate parental or guardian consent in accordance with Australian medical practice guidelines.

# 14. Fees and Payments

#### 14.1 Fee Information

Current fee information is available on request. Fees may vary depending on the type of consultation or service required.

#### 14.2 Payment Terms

Payment terms and accepted payment methods will be communicated at the time of booking or consultation.

### 15. Complaints and Feedback

# 15.1 Internal Complaints

We welcome feedback about our services. Please contact us directly to discuss any concerns.

### 15.2 External Complaints

If you are not satisfied with our response to your complaint, you may contact:

- Australian Health Practitioner Regulation Agency (AHPRA)
- NSW Health Care Complaints Commission
- Medicare Australia (for billing-related complaints)

### 16. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes will be subject to the jurisdiction of the courts of New South Wales.

### 17. Changes to Terms

We may update these Terms from time to time. Updated Terms will be posted on our website with a new "Last Updated" date. Continued use of our website after changes constitutes acceptance of the updated Terms.

### 18. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

#### 19. Contact Information

For questions about these Terms and Conditions, please contact:

#### **Cancer Care Diagnostics**

**Director:** Professor Mary Rickard

**Phone:** +61 2 8251 4000

Email: info@sydneybreastclinic.com.au

Address: Level 12, 97-99 Bathurst Street, Sydney NSW

These Terms and Conditions were last updated on 12 September 2025. Please check this page regularly for any updates.