



Wellness Here for Life

Wellness Services - Terms and Conditions

1. **Medical Emergencies: If you require immediate medical attention, contact your treating general practitioner or call 000.** 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 immediately contact 000 or seek alternative and appropriate medical services.
2. **DO NOT USE WELLNESS SERVICES IF: You have or think you may have an emergency or critical condition or symptom, including, but in no way limited to:**
 - (a) Severe chest pain
 - (b) Heart attack
 - (c) Stroke
 - (d) Loss of consciousness
 - (e) Severe bleeding
 - (f) Breathing difficulty
3. These Terms and Conditions ("**Terms**") govern your use of Face to Face Pharmacy services offered by AXE Health Pty Ltd (ABN 23 627 538 934) and its related entities ("**we**", "**us**", "**our**"), via the Wellness Services Platform, available at <https://wellnesshereforlife.com.au/> ("**Platform**"), including but not limited to:
 - (a) facilitating the provision of health services by licensed healthcare providers, including nurses, nurse practitioners and pharmacists ("**HCPs**");
 - (b) enabling the expedient booking of medical appointments and issuance of nurse practitioner-issued sick certificates ("**Sick Certificates**"); and
 - (c) simplifying the process of dispensing medications through electronic prescriptions,("Wellness Services").
4. In accessing the Wellness Services and using the Platform, you acknowledge and agree that:
 - (a) you have read, understood and agree to these Terms;
 - (b) you will be bound by these Terms and the Terms of Use governing your access to and use of the Platform and the Wellness Services at all times; and
 - (c) we reserve the right to enforce these Terms at any time during your use of the Platform and the Wellness Services;
 - (d) we do not guarantee the ongoing availability of the Wellness Services and the Platform;
 - (e) the Platform must only be used as set out in these Terms and for a lawful purpose; and
 - (f) certain services will not be available without a valid Medicare card.

Accessing Wellness Services and the Platform

5. You can access the Wellness Services via the Platform and will require an internet connection and compatible web browser on your device.
6. By accessing the Wellness Services and using the Platform, you represent and warrant that you:
 - (a) are at least 18 years old;
 - (b) are currently living in Australia and have an Australian residential address;
 - (c) have the legal right, authority and capacity to enter into and be legally bound by these Terms (or if you are accepting these Terms on behalf of another person, you represent that you have the authority to bind such other person to these Terms);
 - (d) will only provide accurate, complete and up-to-date information (whether in writing or verbally);
 - (e) will not commit any act or engage in any activity that:
 - i. harms or aims to bring harm to our systems, reputation or goodwill;
 - ii. abuses in any way the Pharmaceutical Benefits Scheme;
 - iii. interferes with or disrupts the integrity of the Wellness Services and the Platform, by tampering with, hacking, transmitting any viruses, spyware, malware, or any other unauthorised malicious code of a destructive or disruptive nature;
 - iv. interferes with the privacy of another person (including uploading private or personal information without an individual's consent) or their legal rights;
 - v. infringes any intellectual property rights or any other contractual or proprietary rights of another person;
 - vi. circumvents or bypasses any technological measures used to prevent or restrict access to the Wellness Services or the Platform;
 - vii. is or could reasonably be considered obscene, illegal, offensive, inappropriate, defamatory, indecent, threatening or objectionable in any way;
 - viii. violates any local, state, national or other law or regulation or any order of a court, including, without limitation, zoning and tax regulations;
 - ix. would cause us to breach or to be taken to have breached any law;
 - x. would bring us into disrepute;
 - xi. would result in the distribution or communication of spam, chain letters, or pyramid schemes;
 - xii. encourages or facilitates violations of these Terms or
 - xiii. defames, harasses, intimidates, bullies or unlawfully discriminates against another person.
7. If you are a HCP, you also acknowledge and agree that you will not:
 - (a) use the Wellness Services and the Platform to harvest customer details in order to transact with them independent of us;
 - (b) offer any service or agree to any appointment through the Wellness Services and the Platform that you do not intend to honour or cannot provide, or are not legally permitted to provide;
 - (c) use the Wellness Services and the Platform to send unsolicited emails or other communications to other users of the Wellness Services and the Platform; or

- (d) facilitate any other person to engage in any of the above conduct. Requesting a Consultation.
8. By accessing the Wellness Services and using the Platform, you also acknowledge and agree that:
- (a) we may send you text (SMS) messages and emails as part of the normal business operation of the Wellness Services. You may opt out of receiving these communications from us, but if you do, you may not be able receive services from an HCP;
 - (b) the HCPs that you engage with through the Wellness Services have full and absolute discretion in determining the appropriate care or treatment provided to you, including in relation to the prescribing of any medication; and
 - (c) all appointments will be advised in Australian Eastern Standard Time (“AEST”).

Fees and Payment Terms

9. Subject to our contractual arrangements with a HCP, we may charge you a fee for each service provided to you through the Wellness Services and the Platform, and you agree to pay the price for the provision of each such service as follows:
- (a) **Face to Face:** face to face consultations are \$65 (GST free) for a 15-minute appointment and \$90 (GST free) for a 30-minute appointment.
 - (b) Eligible patients who have an established clinical relationship with one of our HCPs and hold a valid Medicare card may be eligible for a Medicare rebate under mixed billing arrangements. Please ensure your Medicare details are up to date to receive this benefit.
10. Any applicable fees (including any applicable GST) will be advised to you at the time that you make a request for the provision of a service through the Platform as follows:
- (a) **Face to Face:**
 - i. will be charged directly after your consultation;
 - ii. will be processed via our third-party payment provider, Tyro. We accept major credit and debit cards, including Visa, Mastercard and American Express. Additional transaction or processing fees may be charged by your card issuer or financial institution, for which we are not responsible. We do not accept liability for any payment delays, errors or declines arising from third-party payment processing. You agree and accept their terms and conditions of use, available at <https://www.tyro.com/terms-and-conditions>; and
 - iii. no merchant processing fee will apply.
11. All fees, charges and prices are expressed in Australian dollars (\$AUD) and are exclusive of applicable taxes, unless otherwise stated. We are entitled to add on GST for any supply in Australia.
12. We may amend the applicable fees from time to time and will notify you of any such change prior to making your booking.

13. In the absence of fraud or mistake, all payments made are final.
14. If you make a payment by debit card or credit card, you warrant that:
- (a) the information you provide to us is true and complete;
 - (b) you are authorised to use the debit card or credit card to make the payment;
 - (c) your payment will be honoured by your card issuer; and
 - (d) you will maintain sufficient funds in your account to cover the payment.

Changing a Consultation

15. Once you complete your booking, you will receive an email confirming your appointment.
16. In the event of any unforeseen circumstances, we reserve the right to cancel or reschedule your appointment. We will notify you as soon as possible and attempt to reschedule your appointment.
17. Nothing in these Terms excludes your rights as a consumer under the Australian Consumer Law ("**ACL**").

Face to Face Consultations

18. You understand that:
- (a) the person that conducts the clinic and provides the face-to-face consultations ("**Operator**") is a registered nurse, nurse practitioner, pharmacist or another person who is trained and experienced to run that clinic and is generally not a registered medical practitioner. In some exceptional circumstances the Operator may be a registered medical practitioner, but you should not assume this is the case unless the Operator expressly advises you of such; and
 - (b) the clinic is not designed to replace a health consultation with a general practitioner or medical practitioner, and you understand that it is your decision as to whether you wish to seek confirmation of an Operator's recommendation or statement by a registered medical practitioner or your general practitioner.
19. To the extent of any recommendation provided by the Operator relating to seeking further medical interventions or advice from a health professional, it is your responsibility to carry through with such further recommended steps and Arrotex accepts no responsibility for following up on any further steps that may be recommended to be taken by the Operator.
20. You acknowledge that the equipment used as part of a clinic is not designed to function as or replace diagnostic tests that may be ordered or prescribed by a medical practitioner.
21. You acknowledge that clinics described as Health and Beauty clinics are designed with an aesthetic emphasis on beauty and that any skin assessment does not purport to function as a medical assessment of your skin health, nor does it purport to assess skin for skin cancers. If the latter is a concern, you should seek an assessment from an appropriately trained medical practitioner. Further, you acknowledge that any equipment used to assess your skin during any Health and Beauty clinic is not a Medical Device (within the meaning of the Therapeutic Goods Act 1989 (Cth)).
22. You understand that this clinic is limited to the subject matter of the clinic.

23. You warrant that:

- (a) any information you provide to the Operator during and for the purposes of the clinic is true and correct in every particular and comprehensive answer or otherwise responds to each question or request for information made by the Operator; and
- (b) there is no fact, matter or thing or any circumstance of which you are aware that is relevant or may be relevant to the matters addressed by the clinic that you will not have disclosed to the Operator.

24. You agree to contact your medical practitioner immediately should you experience any ill effects regarding any matter addressed in the clinic. If you experience an urgent condition, you should contact your local emergency services immediately.

Intellectual Property Rights

25. In these Terms, Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trademarks, 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.

26. We own or are the licensee of all rights, title and interest (including Intellectual Property Rights) in the Platform and the material it contains, including but not limited to all content, information, graphics, logos, type forms and software. Your use of and access to Wellness services does not grant you or transfer any rights, title or interest to you in relation to the Wellness Services.

27. You are permitted to access the Wellness Services and the Platform from a web browser or mobile device solely for your personal and non-commercial use, in accordance with these Terms.

28. You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, reverse engineer, create derivative works from, transfer, or sell any content or material comprised in the Wellness Services and the Platform in whatever form unless with our express prior written consent.

User Content

29. Through the Platform, you may be able to post, upload, publish, submit or transmit relevant information and content, including reviews or ratings ("**Your Content**"). You remain the exclusive owner of Your Content, but by submitting Your Content through the Platform, you grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use Your Content on, through, or in relation to the Wellness Services.

30. You agree that you are solely responsible for Your Content and you represent and warrant that:

- (a) you are either the sole and exclusive owner of Your Content or you have all rights, licences, consents and releases necessary to grant to us rights to use Your Content as contemplated by these Terms; and
- (b) Your Content does not, nor does the posting, uploading, publication, submission or transmission of Your Content, or its use on, through or in relation to the Wellness Services and the Platform infringe, misappropriate or violate a third

party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

31. We are not responsible for Your Content and disclaims all liability arising from or in relation to Your Content. We will take all reasonable steps to implement, maintain

and enforce security procedures and safeguards to protect the security, confidentiality and integrity of Your Content from unauthorised access or use by a third party or misuse, damage or destruction by any person. However, you accept that we do not guarantee and cannot ensure the security of Your Content.

32. We reserve the right, but we are not obliged to monitor, review, verify, edit, modify or delete Your Content.

Third Party Links

33. The Platform may contain links and other pointers to websites or applications owned and operated by third parties. We do not control, endorse, or approve the content of 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 about the accuracy and completeness of that information prior to entering into a transaction in relation to the third-party products and services.

Disclaimers

34. To the fullest extent permitted by law, you agree and acknowledge that:
- (a) the Wellness Services and the Platform are provided "as is" and "as available" and the entire risk arising out of your use of the Wellness Services and the Platform remains solely with you;
 - (b) we retain control over the Wellness Services and the Platform, and may alter, amend or cease the operation of the Wellness Services and the Platform at any time in our sole discretion;
 - (c) we make no warranty or representation that any result or objective can or will be achieved or attained by accessing the Wellness Services and the Platform; and
 - (d) we make no warranty or representation that the Wellness Services and the Platform will exist indefinitely, or that access to the Wellness Services and the Platform will be uninterrupted, accurate, fault-free, virus-free, secure or accessible at all times.

Exclusions and Limitation of Liability

35. 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:
- (a) your access to and use of the Wellness Services and the Platform;
 - (b) your inability to access or use the Wellness Services and the Platform, or any of the health services provided by HCPs through the Wellness Services and the Platform;
 - (c) Your Content or any other content posted, uploaded, published, submitted or transmitted by any other user of the Wellness Services and the Platform;

- (d) any interactions between you and a HCP; and
- (e) unauthorised creation, access or use of your personal information, even if we have been advised of the possibility of such loss or damage.

36. To the fullest extent permitted by law, we exclude:

- (a) liability for any 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
- (b) all representations, warranties or terms (whether express or implied) other than those set out in these Terms.

Consumer Guarantees

37. Certain legislation, including the ACL 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.

38. Nothing in these Terms excludes your rights as a consumer under the ACL.

Privacy

39. We will collect, use and disclose any personal information you provide through the Wellness Services and Platform in accordance with our privacy policy, which can be accessed here: <https://www.dbghealth.com.au/privacy-policy> ("**Privacy Policy**"). For more information on our information collection and handling practices, please view our Privacy Policy.

40. In relation to any information (including personal information and sensitive information) you provide through the Wellness Services and Platform, you consent to us disclosing such information to its third-party service providers where necessary to provide services to you as requested through the Wellness Services and the Platform, including to HealthEngine Limited, Microsoft Dynamic 365, Helix and Sapient Pty Ltd in support of the Platform, and pharmacies, clinics and HCPs in facilitating and providing consultations, and any related third party payment service providers and intermediaries.

Clinical Autonomy and Decision-Making

41. Prescriptions: If an HCP that you engage with through the Wellness Services or the Platform considers it appropriate to do so, you may be provided with a prescription for medication following your appointment. You acknowledge and agree that HCPs work strictly within their areas of expertise and are not able to prescribe certain

medications, including those listed in Schedule 6 or Schedule 8 of the Poisons Standard. We are therefore unable to guarantee that a prescription for medication will be provided following an appointment.

42. Sick Certificates: If an HCP that you engage with through the Wellness Services or the Platform considers it appropriate to do so, you will be provided with a Sick Certificate following your appointment. You acknowledge and agree that neither Arrotex nor the HCP guarantee that a Sick Certificate will be provided following an appointment.

General

43. Variation: we may vary, amend, or otherwise modify these Terms from time to time. The varied or amended Terms will be published on the Platform. Your continued use of the Wellness Services and the Platform following such publication constitutes your acceptance of the varied or amended Terms.
44. Waiver: No waiver of rights shall constitute a subsequent waiver of this or any other right. Any failure to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.
45. Severability: If any provision of these 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.
46. Governing law and jurisdiction: These Terms are governed by the laws in force in Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.