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Terms of Service		

Terms of Service — Aleafiate Health Clinics

Introduction

Welcome to Aleafiate Health Clinics, operated by Aleafiate Pty Ltd (ABN 93 667 431 290, ACN 667 431 290) (**Aleafiate, we, us, our**).

The Terms apply to everyone that uses our Services or browses, accesses, or provides information to us including on or through our Platforms (collectively and individually, **You or Your**).

Terms means these terms of service, our Privacy Policy and any other agreement with us that You accept.

Medicine means medicine prescribed by a prescribing practitioner.

Pharmacy means any one or more of the network of pharmacies we engage with to supply Medicine.

Services means the services we provide as described in these Terms including the Clinic Services.

Clinic Services means the services we provide by health care practitioners including telehealth services provided through the Platform.

Platform means any one or more of the websites, digital media and service platforms we use to provide the Services.

Staff means people employed by us or contracted to us to provide the Services.

Health Care Practitioners means Staff comprising medical practitioners (doctors), registered nurses and enrolled nurses.

Fee means the fee or fees we charge for provision of Clinic Services.

No Emergency Service

Our Services are not intended for medical conditions requiring immediate, emergency or urgent care. If you require urgent medical assistance, please call emergency services at 000 or go to the nearest hospital emergency department.

Should any Staff identify serious concerns for the immediate welfare of an individual, or believe they may be a danger to themselves or others, our Staff may inform emergency services of those concerns.

Our Services

The Services we provide are the Clinic Services, the Platforms to facilitate provision of Clinic Services and associated services, and to facilitate connecting You with third parties for ordering, purchasing and receiving delivery of Your Medicine from a Pharmacy. Please note that issuing a prescription for Medicine is at the sole discretion of our Health Care Practitioners. A prescription may not be issued if deemed medically inappropriate or unnecessary following your consultation.

The Clinic Services we provide include initial and follow-up consultations with a doctor. Prior to a consultation, a nurse may review Your health record to help prepare for Your consultation with the doctor; this record review does not constitute a separate clinical consultation.

In providing the Clinic Services, we will determine in our absolute discretion:

- which individual Health Care Practitioner will provide any Services
- the length of any consultation required to provide the Clinic Services
- the frequency of consultations required to provide the Clinic Services.

We understand you may wish to nominate a preference for your Health Care Practitioner and, where possible, we will try to accommodate your preferences, subject to availability and the discretion of the Health Care Practitioner.

We may, in our absolute discretion:

- Refuse, decline or cease to provide Clinic Services to you at any time and for any reason
- Interrupt, discontinue or re-schedule a consultation at any time
- Require You to attend one or more further consultations with a doctor as a condition of continuing to receive our Services.

Your Obligations

Using our Services

By accessing our Platforms and using our Services, You agree to comply with and be bound by the terms of service set out in these Terms including our Privacy Policy. If You do not agree to these Terms, You must stop using our Services.

In order for us to provide the Services to You, You must use the Platform to:

- provide information to our Staff relevant to your health care, treatment and Medicine that has or may be prescribed to You by us or any other person
- attend consultations with our Health Care Practitioners

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If a prescription is deemed medically necessary, you authorise us to share your prescription with a Pharmacy and, as needed, with our partners to facilitate the ordering and delivery of your Medicine through a third party.

You acknowledge and agree that the information You provide to us through the Platform will be used by us or our partners to facilitate the Pharmacy dispensing and delivering Your Medicine to You. You authorise us to provide to the Pharmacy and to any of our partners as reasonably required by us, all information reasonably required to enable the Pharmacy to dispense, supply and deliver Your Medicine to You.

Eligibility

Our Clinic Services are only available to You if You:

- are over 18 years of age;
- are currently living in Australia and have an Australian residential address;
- are using the Services for Yourself and not for any other person unless You have the legal authority to do so; and
- have the legal right, authority and capacity to agree to and abide by the Terms.

You warrant each of these matters are true and correct each time You use our Services and access our Platforms.

Accurate Information

You must provide accurate, current, and complete information about Yourself to access our Platforms and use our Services and when requested by us, including Your full name, date of birth, contact details, bank details, credit or debit card details, Medicare card details, medical history and any other information we may reasonably request to provide the Services.

You must update the information to maintain its accuracy whenever You use our Services. If the information that You provide to us is incomplete or inaccurate, we may not be able to provide the Services to You.

Access and Security

You must notify us immediately upon becoming aware of any unauthorised use of the Platform using Your name, username and/or password, or any other breach of security of the Platform.

When using the Platform and our Services, You must:

- maintain the confidentiality of Your account credentials, including Your username and password;
- take all reasonable steps to ensure that a third party does not gain access to the Platform in Your name; and
- use a secure and private environment to protect the confidentiality of Your information used to access the Platform.

Appropriate Use

When using the Platform and our Services, You agree that:

- You will not use our Services to engage in any fraudulent or unlawful activity.
- You will not share inappropriate, offensive, or illegal content.
- You will treat all our Staff, and any staff of our partners and suppliers, with respect and courtesy, and will not use abusive or threatening language or behaviour in communications with us, our partners or suppliers.
- You will not attempt to deceive or mislead our Staff, or the staff of our suppliers and partners, in any manner, including in the course of receiving any Clinic Services.

Authorised Representative

You may nominate a representative to assist you in your dealings with us (**Authorised Representative**), including assistance with Medicine orders and enquiries, and scheduling of consultations. If you require further support in your care, such as assistance during consultations, please contact admin@aleafiate.com.au as additional documentation may be required. You are solely responsible for the conduct of your Authorised Representative in using our Services.

Payment of our Fees

We will charge You Fees at the price advertised from time to time.

Our Fees do not include the cost of any Medicine our Staff may prescribe or Medicine delivery, which You may purchase from a Pharmacy separately from our Services.

You agree to pay our Fee for each consultation at the time of booking the appointment.

We agree to refund to you any Fee paid to us:

- for your first use of our Clinic Services where the Health Care Practitioner determines, in their absolute discretion, that our Clinic Services are not appropriate to be provided to you in your circumstances.

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- if we cancel an appointment with a Health Care Practitioner and are unable to reschedule another appointment within a reasonable time.

We will not refund Fees paid in any other circumstance.

The refund will be provided within a reasonable timeframe, and in the same manner as the Fee was paid.

Clinic Services

You agree that:

- It is Your responsibility to follow any treatment plans and medical advice provided by our Health Care Practitioners, including attending follow-up appointments as recommended.
- If you experience any adverse reactions or side effects from any Medicine prescribed by our Health Care Practitioners, you must promptly inform us.
- Our Clinic Services are not intended to be a substitute for the ongoing involvement of your primary or other specialist health care practitioners responsible for managing your day-to-day healthcare needs. You agree to maintain connection with your community health care practitioner.
- If a Health Care Practitioner advises you to obtain further healthcare services, it is Your responsibility to do so within the timeframe advised. Neither we, nor the Health Care Practitioner, are responsible for ensuring that you do so.
- Medicine is strictly for your own personal use. You are responsible for ensuring that another individual does not access or consume Medicine that has been prescribed to you.
- All prescriptions are written at the sole discretion of the prescribing Health Care Practitioner, and they may decline to issue a prescription at all, or for any particular Medicine. Prescribers may also request supporting documentation from You, including supporting medical documentation, before determining whether to issue any prescription.

Pharmacy Facilitation Services

We work with a partner pharmacy to connect You with a Pharmacy and facilitate You ordering, purchasing and receiving delivery of Your Medicine from a Pharmacy. If you authorise us to do so through the Platform or in any other way, we will provide your Medicine prescription and other information to our partner pharmacy for this purpose.

Release of prescription

You may request in writing that your prescription for Medicine held by us be released to a pharmacy of your choosing. We will endeavour to provide the prescription to the pharmacy you have nominated where possible, at the address you provide to us in writing, within a reasonable timeframe.

Termination of Use

We may suspend or terminate Your use of the Platform and cease providing the Services to You if You fail to comply with Your obligations in these Terms or breach these Terms.

Intellectual Property

All content and materials available through our Services, including but not limited to text, graphics, website name, code, images, and logos, are our property or licensed to us and are protected by applicable law. Any unauthorised use of these materials is prohibited.

Privacy Policy

We value your privacy and work hard to protect the information you provide to us. Our Privacy Policy is incorporated into the Terms, and sets out how we will collect, use, store, disclose and dispose of your personal information. It can be found at <https://aleafiate.com.au/privacy-policy/>.

Limitation of Liability, Disclaimer and Indemnity

Other than as expressly set out in these Terms, we make no express or implied warranties in relation to the Services or the Platform. You expressly agree that use of our Services and the Platform is at Your sole risk. We do not warrant that the Platform will be uninterrupted or error-free. We do not warrant any outcomes from Your use of the Services, or use of the Platform, or information or content provided through the Platform.

We do not warrant that the Platform will be available at any time. You acknowledge that the Platform may be unavailable for a number of reasons, including due to matters beyond our control, and You must not hold us accountable in respect of the Platform not being available at any time. We do not warrant that Your use of the Platform will meet any particular performance criteria.

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We do not warrant or make any representations concerning the completeness, timeliness, suitability or accuracy of any material on or linked to the Platform, or that access to the Platform will be uninterrupted, timely or secure.

You agree that we are not liable for any loss or claim by You (whether arising in contract, tort, under statute or otherwise) for any direct, indirect, special, incidental, consequential loss, damages or injury including loss of profits, revenue or data arising out of or in connection with the provision of the Services, use of the Platform, or the completeness, timeliness, suitability or accuracy of any material or information on the Platform, and whether as a result of any breach or negligence by us or any acts or omissions of a Health Care Practitioner or a Pharmacy.

Anything in these Terms which limits or excludes our liability or any express or implied term, condition or warranty applies to the extent permitted by law.

All information on the Platform is supplied without any warranty whatsoever. Information and statements are not intended to diagnose, treat, cure, or prevent any disease, injury or illness.

No warranty is made that any information on or linked to the Platform is complete and/or accurate. All information contained on the Platform, including information relating to Medicine, medical and health conditions, products and treatments, is for informational purposes only.

The information contained on the Platform is not intended, nor is it implied to be, a substitute for professional medical advice, pharmacist advice or any information contained on or in any Medicine packaging or labels. Always seek the advice of your pharmacist or medical practitioner about Your use of Your Medicine, when starting use of any new Medicine or continuing with Medicine. Nothing contained on the Platform or provided by our Services, other than in consultation with a Health Care Practitioner, is intended to be or should be taken for medical advice, diagnosis or treatment. You take full and total responsibility for what you do with this information, and any resulting outcomes from your actions.

You indemnify us, our related entities, our agents, officers, employees, and third-party service providers (**Indemnified Parties**) against any loss, cost, expense or damage (including legal costs on a full indemnity basis) which any of the Indemnified Parties suffer or incur as a direct or indirect result of:

- any breach by You of any representation, warranty or term of these Terms;
- any infringement by You of the intellectual property rights of a third party arising from any data, information or content You provide to us in connection with the Services;
- any violation of law; and
- any legal proceedings threatened or initiated against us by a third party as a result of any of the above matters.

General

We may amend the Terms at any time. All amendments are effective from the date they are published on any one of our Platforms or otherwise notified to You. By continuing to use the Services or access the Platforms, You agree to be bound by the amendments to the Terms.

The Terms set out the entire agreement between You and us in relation to the Services and Your use of the Platform.

If You do not accept the Terms including any amendments, or are not satisfied with the Platform, Your only recourse (to the extent permitted by law) is to immediately terminate Your use of the Platform.

If any provision of the Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability will not affect the operation or interpretation of any other provision of the Terms, and the invalid or unenforceable provision will be treated as severed from the Terms.

We may assign our rights and novate or transfer obligations which arise under the Terms. You must not assign Your rights or novate or transfer obligations which arise under the Terms without our prior written consent.

The Terms are governed by the laws of Queensland, Australia. You irrevocably submit to the exclusive jurisdiction of the courts located in Queensland.

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