

# Patient User Terms and Conditions of Use DaVinci Software and services Platform for Patients users

## **User's Responsibilities**

### **Account, Terms and Conditions**

You must be 16 and an Australian Medicare Cardholder to create an account and use our services. Your use of the software and services in any way, including, without limitation, browsing, using any information contained, and purchasing any good or service, constitutes acceptance of terms and conditions of use. We reserve the right to update, vary or replace any part of these Terms and Conditions of use at any time by publishing a revised version of the Terms and Conditions.

### **Usage**

You must use the software and services in a manner that is in compliance with all Medicare, state, and federal regulations. You may not tamper with or circumvent any security check technology. You may not copy, modify or use any modified versions of the software.

You must not obtain any good or service offered by, or on behalf of us, for someone other than you, unless you are their parent, legal guardian or carer and have their consent to obtain the good or service on their behalf. Impersonating someone without their explicit consent (unless you are their Parent, legal guardian or Carer) to access service on our platform, by using their medicare number and/or their phone number is committing fraud punishable under Criminal Code Act 1995.

### **Emergency**

The Services through the 13SICK Platform are not suitable for emergency circumstances such as Chest pain, Severe shortness of breath, numbness or paralysis in your body. If you are in an emergency situation or need urgent and immediate assistance please contact 000 or your local hospital emergency department.

We are a platform to facilitate after hours medical services and as such we cannot guarantee the availability of the doctors on our platform. We will advise that you seek assistance from ambulance service, hospital emergency department or other alternative medical services if you experience a lengthy delay to connect to a medical practitioner of more than 30 minutes.

## **Manner of Use**

You must not use the service in any unlawful purpose or in any way that may breach any law or regulation; submit, provide false or misleading information; harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against other users or healthcare service provider users on our service platform.

## **Intellectual properties**

You agree that Content, graphics, user interface, audio clips, video clips, editorial content, and the script that our software used to implement the services, contain proprietary information and are protected by applicable intellectual property and other laws, including but not limited to copyright. No portion of the Content or Services may be transferred or reproduced in any form or by any means, without expressly permitted by DoctorSquare Pty Ltd.

## **Hours of Service Support**

Our Service and Support is strictly limited to the Commonwealth defined after-hours period. 6pm - 8 am on Weekdays. From 12 pm on Saturday. All of Sundays and Public holidays.

## **Software Usage and Medicare Claims**

Our service and software platform facilitate our Medical Practitioner Users to Bulk Bill. Bulk billing means you don't have to pay for your medical service from a Medical Practitioner. They lodge claims to Medicare (Service Australia) instead and they will accept the Medicare benefit as full payment for their service. You agree to assign the benefit to them. If you require a medical service that cannot be claimed by medicare for any reasons, you may be responsible for paying Medicare Practitioner directly by providing another payment method.

## **Indemnity**

You agree to indemnify, and hold harmless DoctorSquare Pty Ltd and its related entities, its directors, officers, partners, employees, contractors, affiliates, suppliers, service providers from any claim or demand, if you breach of the Terms of Service or in violation of any Medicare, State and Federal law.

## **Limitation of Liability**

You release DoctorSquare Pty Ltd from all liability with respect to any matter concerning the health and medical services facilitated through the Platform, including information provided to you about

those health and medical services. The Medical Practitioners are individually responsible for providing health and medical services

### **Storage and security**

We only collect personal and sensitive information as is reasonably necessary to facilitate your use of our Services, and in communication with other healthcare service providers. We are committed to ensuring that the information we collect and store on your behalf is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure the information and protect it from misuse, interference, loss, and unauthorised access, modification, and disclosure in accordance with AWS best-practice compliance standards.

You must notify us immediately of any known or suspected unauthorised use of your account, or any known or suspected breach of security.

### **Privacy**

Privacy is important to us, and we are committed to protecting your privacy in accordance with the *Privacy Act 1988* (Cth) (Privacy Act), which includes the Australian Privacy Principles (APPs). We are also bound by State and Territory laws such as the *Health Records Act 2001 (Vic)*, *Health Records (Privacy and Access) Act 1997 (ACT)*, the *Health Records and Information Privacy Act 2002 (NSW)* and any related privacy codes

### **Severability**

Any provision of these Terms of Use which is invalid in any jurisdiction must, in relation to that jurisdiction, be read down to the minimum extent necessary to achieve its validity, if applicable; and severed from these Terms of Use in any other case, without invalidating or affecting the remaining provisions of these Terms of Use or the validity of that provision in any other jurisdiction.

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