

Maywell Healthcare®

Terms and Conditions of Service

Maywell Healthcare is a healthcare platform connecting you with healthcare professionals throughout Australia. Our practitioners provide a broad range of health services to meet the diverse needs of our clients.

Practitioners are independent private practitioners (not employees) qualified in their respective field and members of a regulatory body. Services are provided via telehealth (telephone or videoconferencing) and in-person in clinical settings. Some practitioners may also meet with clients at other suitable locations as agreed (travel fees apply).

This document sets out our Terms and Conditions of Service (T&Cs) which govern your use of our platform, including the Website located at <http://www.maywellhealthcare.com> ('the Website') and bookings via the Halaxy Practice Management Software System ('Practice Management Software System'). It is important that you read and understand this information as it sets out our respective commitments to help us work together. By engaging in our services, you also agree to these T&Cs. If you do not agree to any of the T&Cs, you must not use the Platform including the Website and the Practice Management Software.

Definitions

Maywell Healthcare Platform or Our Platform or The Platform or Platform includes the Website and Practice Management Software System and means the online platform or internet website through which the services are facilitated being comprised within the domain maywellhealthcare.com or as may be changed or updated from time to time.

Maywell Healthcare means Maywell Healthcare (ACN 668 131 753 PTY LTD), the owner of all intellectual property and services provided on the platform including via the Website and Practice Management Software.

Booking means a scheduled appointment, session or consultation with a healthcare professional booked by you via the Maywell Healthcare Platform.

The Service or Services mean the provision of health services through telehealth (via either telephone or video conferencing), or in-person at various locations throughout Australia.

Consultation means any occurrence of an appointment booked by you or a healthcare practitioner for you to receive any of the Healthcare Services.

Healthcare Practitioner, Clinician or Practitioner means qualified health professionals including but not limited to Psychologists, Counsellors, Social Workers, Psychotherapists, Dieticians, Occupational Therapists, Nutritionists providing Services to you via video conferencing, telephone, in person or the Website.

Third-Party Dispute Service means a third-party dispute resolution service provider used to resolve any disputes between parties.

You and Your references refer to you, the individual interactive with our platform, our clients and include people you are representing or have the consent to act on behalf of including as agent, parent or guardian.

Nature of Service

You understand, agree and acknowledge that Services facilitated by Maywell Healthcare may not be appropriate for your needs and/or may not be a complete substitute for a face-to-face examination or other care and treatment solutions available through other providers. Your healthcare requirements are best discussed with your primary care provider such as your General Practitioner.

The Service is not an acute service. In cases of emergency, please contact public emergency services immediately by dialling "000" by telephone. Maywell Healthcare is not responsible for any loss, damage, cost, expense, action, claim, demand, proceeding, injury or liability suffered by any person as a result of a failure by you or any other person to contact public emergency services.

If you are thinking about suicide, if you are considering taking actions that may cause harm to you or to others, if you feel that you or any other person may be in any danger, or if you have any medical emergency, you must immediately call "000" and notify the relevant authorities. You can also contact Lifeline 24 hours a day on 13 11 14 or alternatively obtain resources from Lifeline at www.lifeline.org.au or Beyond Blue at www.beyondblue.org.au

Healthcare practitioners

Maywell Healthcare operates the Maywell Healthcare Platform as an introductory service and we take no part in the provision of the service including but not limited to, healthcare practitioner consultations, allied health consultations, or any other medical services. Maywell Healthcare practitioners are independent practitioners who are neither our employees, nor agents, nor representatives. Maywell Healthcare telehealth services are limited to enabling the Services while the Services themselves are the responsibility of the healthcare practitioner who provide them. If you feel the Services provided do not fit your needs or expectations, you may change to a different healthcare practitioner who provides services through Maywell Healthcare or via other providers not associated with Maywell Healthcare.

Every Practitioner on the Maywell Healthcare Platform providing services must be a qualified, accredited and experienced practitioner with an applicable recognised professional certification based on their state and/or jurisdiction. Practitioners must be registered with at least one of the following industry or Government bodies:

- i The Australian Health Practitioner Regulation Agency
- ii The Australian Psychology Society
- iii The Australian Counselling Association
- iv The Psychotherapy and Counselling Federation of Australia
- v The Australian Association of Social Workers

Practitioners must have the requisite qualifications in their field, a minimum required level of experience and have to be qualified and certified by their respective professional boards after successfully completing the necessary education, exams, training and practice requirements as applicable.

Maywell Healthcare has a high standard for practitioner quality and reserves the right to require proof of qualifications and discontinue Practitioner Provider Agreements with Practitioners.

If you book a session and/or obtain services from a Practitioner through the Maywell Healthcare Platform, you are solely responsible for determining the suitability of the relevant clinician for your particular needs.

Maywell Healthcare does not guarantee or warrant that the Maywell Healthcare Platform, the Website, the Practice Management Software or the Services provided by any practitioner through the Website or via the Maywell Healthcare Platform, are suitable or appropriate for any person.

Practitioners are bound by their Practitioner Provider Agreements with Maywell Healthcare as well as these Terms of Service and acknowledge that Maywell Healthcare may remove their profile from the Website at any time these Terms of Service are breached.

Maywell Healthcare practitioners are independent private practitioners and business entities who are responsible and liable for their own professional conduct and compliance with the laws and standards that apply in Australia. Our practitioners are also responsible for complying with Maywell Healthcare policies and informing their clients and the Director immediately of any intended or incidental departure from those policies.

Bookings

You can book, reschedule, or cancel appointments via our online [Contact Us](#) form; via our email info@maywellhealthcare.com or by using our online booking service (accessible via our website 24/7). We send appointment emails and SMS reminders as a courtesy, but clients are ultimately responsible for remembering appointments. Please confirm your appointment and attend on time. Your session cannot be extended if you are late and full fees will still apply. Late cancellations and missed appointments are also subject to cancellation fees as per our cancellation policy (see below), so it's best to avoid these!

You agree to complete the Client Intake Form to the best of your ability, answering questions truthfully, and not omit information which is or may be relevant to your care.

Consultations

The aim of your initial consultation is to understand the reason for your referral; to obtain relevant information; and to collaborate on a plan for your healthcare service. The type of service and number of sessions you may require will depend on the nature of your referral, needs and goals. These decisions will be discussed at your first consultation and reviewed regularly. Please discuss any change in your service needs with your Practitioner as soon as possible.

To protect the privacy of our Practitioners no photography, video or audio recording is allowed without prior agreement. Thank you for your understanding and cooperation.

Telehealth

A telehealth consultation may be subject to limitations such as an unstable network connection which may affect the quality of your consultation session. In addition, there may be some services for which telehealth is not appropriate or effective. Video consultations are not the same, and may not be as complete as a face-to-face service. Your practitioner will consider and discuss with you the appropriateness of ongoing telehealth consultations.

Maywell Healthcare uses systems that meet recommended standards to protect the privacy and security of the video consultation. It cannot however guarantee total protection against hacking or tapping into the consultation. This risk is small but it does exist.

If you are attending a telehealth session, please read the information on Telehealth Services in our Frequently Asked Questions (FAQ) section before your appointment. By agreeing to a telehealth service, you indicate that you understand this information and accept the limitations and risks associated with telehealth consultations. If you are still unsure please speak to your GP, primary care provider or [Contact Us](#).

Privacy and Confidentiality

We maintain the privacy of client information in accordance with the Privacy Act 1988 (Cth) (Act) and comply with obligations related to the collection, use and disclosure of personal information, including through telehealth. The information we gather for the purpose of providing your service is stored in a secure cloud-based website platform and a Practice Management Software System, and is only accessible by authorised personnel and practitioners.

Your personal client file and personal information will remain confidential, and will not be shared without your consent, however in the course of conducting our business, we may disclose your personal information for purposes which should be reasonably expected by you; for other purposes to which you have consented; and as otherwise authorised or required by law.

In these instances, we will inform you of the information we are required to release in accordance with our legal and ethical obligations. Please see our [Privacy Policy](#) for more information, including how we collect and protect your information.

Consent to Share Information

Information you provide to your Practitioner may only be shared with a third party (e.g., GP, court, school or agency), with your informed consent or awareness. In some instances, your Practitioner will be obligated to share information about your treatment with other professionals (e.g., Medicare or Workcover referral). If you request or consent to your Practitioner providing a letter or report to another party, they will need to include personal information about you that is relevant to the reporting purpose. Maywell Healthcare cannot be responsible for preserving the confidentiality of any report or communication that has been provided to a third party. More information on when and how your personal information may be shared with others is available via our [Privacy Policy](#).

Consent to receive Maywell Healthcare Professional Services

Informed consent is your freedom and independence to understand and choose what happens to your body and information about your body.

We respect and encourage you to exercise your right to make decisions about yourself and your own body, your involvement and participation in healthcare services and what happens to information about you. It is important that you understand what services we are providing and are freely and independently requesting our services.

You consent to receiving healthcare services from your selected practitioner as determined, discussed and agreed to by yourself and your practitioner. Your consent to receive our services includes your agreement to our Terms of Services and [Privacy Policy](#), including the limitations to privacy and confidentiality.

Your use of this service means that in certain circumstances where the practitioner is concerned about your welfare and is unable to contact you, your use of this service extends to permission granted for your practitioner to contact your next of kin.

Providing informed consent means that you make choices about the healthcare that you receive. If this service does not meet your expectations you will be given a choice about what to do next. This could include a follow up consultation(s) or cancellation of future consultations and discontinuing the use of this service.

Children and Adolescents

Our Practitioners have a duty to consider the best interests of their clients, including younger clients, as being paramount in any decision concerning the provision of services.

Informed consent is your freedom and independence to understand and choose what happens to your body and information about your body.

We respect and encourage you to exercise your right to make decisions about yourself and your own body, your involvement and participation in healthcare services and what happens to information about you. It is important that you understand what services we are providing and are freely and independently requesting our services.

In Australia, a young person is considered capable of giving informed consent when they achieve a sufficient understanding and intelligence to enable them to understand fully what is proposed (High Court in *Re Marion*, 1992). At Maywell Healthcare we accept the age of consent as being 15 years and older. As a result, 15-17 year old clients are required to read and accept the terms on our Consent Form together with their parent or legal guardian and have a right to terminate services at any time.

If they are not capable of providing informed consent, then consent is to be provided by their parent, legal guardian or authority on their behalf.

If a young person is capable of giving informed consent, their Practitioner must maintain their confidentiality in accordance with their express wishes, unless there is a clear risk to themselves or others, or if any of the exceptions identified in our T&Cs and [Privacy Policy](#) apply (e.g. required by law, report to a third party). Even if the young person lacks the capacity to give informed consent, where appropriate, their Practitioner will seek and respect their wishes about their privacy.

Although our Practitioners have a fundamental duty to maintain the confidentiality of competent young people, they routinely seek the consent of all young clients to share relevant information with their parent or guardian, or encourage the young person to make their own disclosures to relevant persons (e.g. parents or school staff). In most instances, our Practitioners will provide parents with general feedback about their child's wellbeing and progress in treatment and any critical information necessary to avert risk. In all cases, our Practitioners must comply with their obligation to report any suspected child abuse or neglect to the relevant authorities.

The consent of both parents is not required, unless stipulated in a Court Order. It is however desirable and advisable to involve both parents in the provision of healthcare services to their child, where possible and appropriate. Where both parents' consent is required by a Court Order, both parents' must acknowledge and consent to the service. It is the responsibility of the referring parent to inform their child's Practitioner of any existing Court Orders that require dual parental consent, before commencing the service. Please also inform your child's Practitioner of any relevant changes to Court Orders or parenting/custody arrangements. Our Practitioners are not responsible for pursuing the existence of any orders and cannot be responsible for providing services that breach any orders they have not been informed of. We recommend you seek legal advice if you are uncertain of your obligations regarding any existing or future orders.

Please inform your Practitioner immediately of any current or future family violence, child safety, suicide, self-harm, neglect or school or community violence concerns, to ensure appropriate management of any risks to the welfare of the young person.

Account Creation

In order to use all of the Platform's features, you must create a user account and complete all mandatory fields. You must be eighteen (18) years of age or over to create a user account on the Website and Practice Management Software System.

When creating a user account, you agree to:

- i provide complete and accurate information;
- ii keep personal information accurate and up to date at all times;
- iii not create more than one user account;
- iv not use another person's account;
- v immediately notify us of unauthorised use of your user account;
- vi not create a new user account if your account is disabled by Maywell Healthcare; and
- vii remain responsible for maintaining the confidentiality of the password and user name required to access the user account.

Maywell Healthcare reserves the right to disclose your identity (or other information provided when establishing a user account) if required by law to do so.

We may alter any part of the user account if a legitimate complaint is received by Maywell Healthcare or otherwise form the view (in Maywell Healthcare's sole discretion) that the content of the user account is inappropriate or offensive. We reserve the right to terminate your access to the Platform at any time in Maywell Healthcare's sole discretion, without notice.

Fee and Payment Terms

The fees of all Services provided on the Maywell Healthcare platform is subject to the nature and duration of your service and any additional costs agreed by you (such as assessment materials, reports, or travel).

Consultation and treatment services are Goods and Services Tax (GST) free, however other services may be subject to GST, as per the Australian Taxation Office.

Fees are set by each practitioner. Maywell Healthcare is not responsible for the determination of the fees set by each practitioner, and will not amend fees on practitioners behalf without their consent. Practitioners can at any time amend their own fees.

All reasonable steps will be taken by Maywell Healthcare or the Practitioner to ensure that you will be notified of changes to session fees by a Practitioner.

Payment for the services provided to you on the Maywell Healthcare Platform are payable at the time of booking a Service (Session or Consultation).

You confirm and agree to use only payment methods such as Direct Debit, Credit Card or other payment means (collectively 'Payment Means') which you are duly and fully authorised to use, and that all payment-related information that you provide and will provide in the future, to or through the Platform, is accurate, current and correct and will continue to be accurate, current and correct.

Payments not covered by Medicare, NDIS, Private Health, Workcover or similar service will be taken from the Payment Means information provided to the Platform at the time of payment. Maywell Healthcare may, in the case of NDIS claims, choose to invoice the NDIS participant or the NDIS participant's plan manager for the payment for Services provided by practitioners.

You acknowledge and agree that:

- i Maywell Healthcare's liability to you or any other person has not increased by virtue of the fact that Maywell Healthcare collects an administrative fee as part of any Booking;
- ii Maywell Healthcare may require the use of any method of payment on the Platform as Maywell Healthcare decides in its sole discretion;
- iii all fees are payable in Australian Dollars, unless otherwise specified, and you are solely responsible and liable for the payment of any foreign exchange or currency conversion fee charged by Maywell Healthcare's third-party payment processor, or by your financial institution; and
- iv Maywell Healthcare may alter its fees, fee structure and introduce new fees for Bookings, at any time without prior notice to you.

Rebates and Benefits

In some cases, your fees may be fully or partially paid by a third party (e.g., NDIS or your employer), with prior agreement.

Numerous Government benefit and compensation schemes are available for clients who meet eligibility criteria. Most private health funds also provide benefits for certain health services (please check your policy). Your out of pocket costs will vary depending on these various factors and your eligibility for any rebates.

If you are eligible for Government Rebates and Benefits, including Medicare Rebates for services provided by Maywell Healthcare, Maywell Healthcare may take steps to process your rebate claim on your behalf. The amount of rebate you receive will depend on the scheme or benefit you qualify for, the type of service you receive, and any Medicare safety net qualifications. By law, you can only claim rebates through one scheme per consultation (Medicare or private health) and to receive your Medicare rebate, we must receive an eligible Medicare referral from your medical professional **before** your consultation.

If Maywell Healthcare is unable to process an applicable Government or Medicare Rebate, we will be required to bill you in accordance with Maywell Healthcare's Pricing and Billing Policy. Maywell Healthcare makes no warranties and provides no guarantees as to the accuracy, timing or success of such rebate applications processed on your behalf and by agreeing to these Terms of Service, you indemnify Maywell Healthcare and its contractors, employees, agents, staff, Practitioners and authorised officers against all loss, damage, injury, claims and objections.

Please note that Maywell Healthcare is not responsible for any problems claiming your rebate due to the actions or inactions of your medical professional. Your medical professional will need to remedy any such problems or consequences for you in accordance with their own policies and T&Cs.

Please speak to your Practitioner if you have any concerns or are experiencing financial stress or difficulty managing your fees and they will discuss available options with you such as modifying the number or frequency of sessions, alternative formats, rebate options or other service providers.

Cancellation Policy

We understand that circumstances can change and that you may need to vary your appointments, but Practitioners incur costs and time for each scheduled appointment, attended or missed. We value our clinician's time and expect our clients to as well.

No one likes cancellation fees, so please reschedule or cancel your appointment via our platform as soon as possible. Alternatively you can [Contact Us](#) if you need to change an appointment. Please note that rebates are not available for cancelled appointments and third party payers usually require clients to be responsible for any cancellation fees.

You can reschedule your appointment and change the date and/or time, provided you give at least 48 hours notice prior to the time of the appointment. In the event that a Practitioner is unable or unwilling to accept a change in the booking, the booking will be considered cancelled by you and you will receive a refund of the full amount of the fee.

You will receive a full refund if you cancel your session with more than 48 hours notice.

You will receive a 50% refund if you cancel your session within 24-48 hours of your scheduled appointment.

If you cancel your session within 24 hours of the scheduled appointment or if you do not attend your session you will not be eligible for a refund. The cancellation fee of the full fee will be incurred unless a medical certificate can be provided.

If a Practitioner wishes to change the date and/or time of an appointment, in the event that you are unable or unwilling to agree to such change and the appointment has been paid for, a full refund of the full fee will be provided.

We will endeavour to give you as much notice as possible if your Practitioner is unavailable to undertake your session, or cancels due to unforeseen circumstances such as an illness. We will attempt to reschedule your appointment, or will provide a full refund if a suitable time is unavailable.

COVID-19

Despite our robust health and safety measures, we cannot guarantee that clients or visitors will not be unknowingly exposed to Covid-19 whilst attending in-person services or travelling to and from various locations and as such you accept such risk. Our practitioners will wear a surgical mask upon request when undertaking in-person consultations.

Platform Software License

Your use of the Maywell Healthcare Platform is at your sole risk. The service is provided on an 'as is' and 'as available' basis.

Technical support is provided by email primarily and is a benefit for you, but is not a right of yours. You understand and accept that the Maywell Healthcare Platform uses third-party vendors and hosting services to provide the hardware, software, networking, storage, and related technology required to run the Platform.

You shall not reproduce, duplicate, copy, sell, resell or exploit the whole or any part of the Platform.

You expressly understand and agree that as regards the use of the Platform shall not be liable for any loss of income or profits, loss of contracts, loss of goodwill, loss of data, or other intangible losses or for any indirect or consequential loss or damage.

Safety

The safety and welfare of our Practitioners, Practice Manager, staff, officers, Directors, agents and affiliates is a key priority. Abuse of any type including verbal or physical abuse, harassment or aggression will not be tolerated under any circumstances.

Consultations will be terminated immediately if any persons threaten the welfare of our Maywell Healthcare team, including Practitioners during a consultation, further services may be refused and further action may be taken.

Out of session contact

If you need to contact your Practitioner between sessions, please [Contact Us](#) and we will forward the message to your Practitioner. They will respond to you as soon as practicable during business hours.

Please be aware that communications between you and your Practitioner, including via phone or email, will typically be documented and form part of your file and information and may therefore be disclosed under an authorised release of your file and information.

We are not a crisis service, so may not be able to respond immediately, and we are not able to receive or respond to messages outside of business hours. In an emergency, or if someone is in immediate danger, please call 000, visit your nearest hospital emergency department, or contact a [crisis helpline](#).

Social Media

We cannot interact with clients via social media in any way that may compromise confidentiality. We are also prohibited from publishing or using client testimonials. You have the right to express yourself on any site you wish, however it is advisable that you not reveal personal information about you, your Practitioner or your service in public forums and social media, to preserve your privacy.

Promotions

Maywell Healthcare may offer promotions and discounts from time to time. All promotions and discounts are offered subject to these Terms of Service and any other terms and conditions specified by Maywell Healthcare at the time of the promotion.

Dealings with Practitioners via the platform

Maywell Healthcare does not itself provide any health service but merely provides the platform which enables you to access health services from Practitioners.

The information appearing on the Website about the Practitioners included in the 'Meet the Team' section and the individual Practitioner profiles is provided to Maywell Healthcare by the Practitioners. Maywell Healthcare will have no liability in respect of any loss or damage arising from:

- i Practitioner information which appears on the Website, including the accuracy of the information, the manner in which the information is displayed or information which may be out of date or incorrect.
- ii duplication of the Practitioner names where two or more Practitioners have the same name.

Maywell Healthcare is not an agent for any of the Practitioners listed on the Website and Maywell Healthcare has no responsibility for and no liability whatsoever in respect of the conduct of an appointment by the Practitioner, the timing of an appointment or the attendance at an appointment or quality of service provided by a Practitioner.

Appointment availability and timeframes for responding to requests for health service are provided to Maywell Healthcare by Practitioners, and therefore Maywell Healthcare cannot ensure that Practitioners run on time, do not have conflicting appointments, and meet all timeframes for responding to booking requests.

If after the completion of a paid Session, you wish to leave a review, you agree and acknowledge:

- i to be detailed and objective in your review;
- ii to not abuse, attack or threaten anyone, including your Practitioner or Maywell Healthcare;
- iii to not post personal details such as names, phone numbers or email addresses;
- iv to not use inappropriate language; and
- v that not all reviews may be posted publicly due to legislative requirements for certain Practitioners (including Medicare Regulated Practitioners; and
- vi to not use inappropriate language; and
- vii that Maywell Healthcare reserves all rights to review and determine the appropriateness and legitimacy of a review. Maywell Healthcare may request to have a review removed if it is deemed inappropriate, threatening, false or defamatory.
- viii that Maywell Healthcare does not encourage or requests reviews.

Maywell Healthcare and Practitioners have the opportunity, but not a requirement, to respond to reviews.

Modifications, Termination, Interruption and Disruptions to the Platform.

You understand, agree and acknowledge that Maywell Healthcare may modify, suspend, disrupt or discontinue the Platform, including any part of the Platform such as the Website and Practice Management Software System at any time with or without notice to you.

You agree and acknowledge that Maywell Healthcare will not be liable for any of the aforementioned actions or for any losses or damages that are caused by any of the aforementioned actions.

Maywell Healthcare will use reasonable efforts to ensure that the Platform is accessible on a continuous basis, however, you confirm and acknowledge that Maywell Healthcare may, with or without notice, modify, suspend, disrupt or discontinue any part of the Platform at any time.

You confirm and agree that access to the Platform is reliant upon various factors outside our control, including, without limitation, you meeting the minimum technical requirements of the Website, your Internet service provider or telecommunications provider, the speed and bandwidth of your Internet connection, the equipment or devices which you use to access and use the

Website, Maywell Healthcare's hosting and web server (to the extent that Maywell Healthcare engages third party contractors) and other factors which may impact upon the delivery of the Platform to you via the Internet.

Maywell Healthcare cannot and does not guarantee that the Platform will be uninterrupted or that it will be secure, consistent, timely or error-free. Maywell Healthcare reserves the right to restrict or remove access to the Platform for the purpose of undertaking maintenance and updating of the Website and/or the Practice Management Software System.

Third-Party Content

The Platform may contain other content, products or services which are offered or provided by third parties (Third Party Content), links to Third Party Content (including but not limited to links to other websites) or advertisements which are related to Third Party Content. Maywell Healthcare has no responsibility for the creation of any such Third Party Content, including (but not limited to) any related products, practices, terms or policies, and by agreeing to these terms and conditions you agree to indemnify Maywell Healthcare and associated companies, directors, staff, contractors and members against any damage or loss caused by any Third Party Content.

Security

Where there is unauthorised access or a breach of security, Maywell Healthcare will take appropriate steps to rectify the unauthorised use or breach of security, including by, without limitation, cancelling and resetting the relevant login IDs and passwords. You must take all other actions that Maywell Healthcare reasonably deems necessary or desirable to maintain or enhance the security of Maywell Healthcare's computing systems and networks and your access to the Platform.

Maywell Healthcare will use all reasonable endeavours to ensure that Maywell Healthcare provides a secure environment for any data stored or hosted on Maywell Healthcare's systems. You acknowledge however that no information which is available on the Internet is completely secure and agree that Maywell Healthcare will not be liable for any loss suffered by you or any third party should Maywell Healthcare's security measures (or those of any of Maywell Healthcare's service providers) be overcome or breached.

Maywell Healthcare maintains appropriate technical and operational measures, internal controls, and data security routines intended to protect your data against accidental loss or change, unauthorised disclosure or access, or unlawful destruction. Maywell Healthcare is not responsible for the security of any data stored on any personal computer, laptop or mobile device owned or controlled by Practitioners or you.

Intellectual Property

Maywell Healthcare and its affiliates own all rights, title and interest (including present and future copyright) in the Platform.

All material on the Platform such as articles, written materials, names, trademarks, images, photographs, designs, illustrations, and logos ('Content') are owned by, or licensed to, Maywell Healthcare (unless expressly indicated otherwise). You are granted a nonexclusive, non-transferable licence to use the Platform and access the content in the manner set out in these Terms of Service.

You may use the Platform and access the content only for your personal and noncommercial use. Nothing in these Terms of Service or on the Platform grants you ownership of the content (or any intellectual property rights in it). You may not sell, modify, copy, distribute, display, communicate

or otherwise use the content unless Maywell Healthcare has expressly authorised you to do so in writing.

You are not permitted to post any material on or about Maywell Healthcare including the Platform which:

- i is defamatory, libellous, abusive, or obscene, including, without limitation, material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law;
- ii infringes on the copyright or any other proprietary right of a third party;
- iii is intended to advertise to or solicit others without Maywell Healthcare's express permission;
- iv constitutes charity solicitations, chain letters or pyramid schemes;
- v contains any harmful program or component such as a virus, worm, Trojan horse or time bomb;
- vi interferes with or disrupts networks connected to the Platform, or used for purposes of delivering the content (or violates the regulations, policies or procedures of such networks); or
- vii attempts to gain unauthorised access to restricted areas of the Platform, other accounts, computer systems or networks connected to the Platform or through password mining or any other means.

Feedback

You consent to Maywell Healthcare soliciting comments, information, requests, data, ideas, enhancement requests, recommendations, description of processes, or other information concerning Maywell Healthcare including the Platform from you or any person (Feedback).

Maywell Healthcare owns all Intellectual Property Rights in any Feedback and may use such Feedback for purposes related to the Platform or the carrying out of services by Maywell Healthcare generally without further approval or acknowledgement, and you assign to Maywell Healthcare all Intellectual Property Rights in any such Feedback.

Privacy Policy

These Terms of Service are subject to Maywell Healthcare's Disclaimer and Privacy Policy and as such should be read in conjunction with our Disclaimer and Privacy Policy. You agree and acknowledge to be bound by our [Privacy Policy](#).

Off-Platform or off-site Conduct

It is a direct violation of these Terms of Service for you to engage in an activity using information obtained from the Maywell Healthcare Platform to contact, abuse, advertise, sell to, harass or harm any other person, including Practitioners.

Termination

Maywell Healthcare may (in its sole discretion and without prior notice) terminate your access the Platform and take any legal action Maywell Healthcare has available against you, if you breach these Terms of Service or if Maywell Healthcare, including a Practitioner, believe the services offered by Maywell Healthcare are not appropriate for you.

Limitation of Liability

You release Maywell Healthcare and agree to hold Maywell Healthcare harmless from any and all causes of action and claims of any nature resulting from any Services received via telehealth, including but not limited to telephone and video conferencing; through the website; or in person, including but without limitation to any act, omission, opinion, response, advice, suggestion, information and/or service of any Practitioner and/or any other content or information accessible through the Platform.

You understand, agree and acknowledge that Maywell Healthcare, including the Platform, and all associated Directors and operators provide absolutely no warranties (express or implied) including but not limited as to merchantability, non-infringement, security, fitness for a particular purpose or accuracy. The use of the Platform is at your own risk.

This section (limitation of liability) shall not merge on the termination or expiration of these Terms of Service.

Indemnity

You agree to indemnify Maywell Healthcare and its officers, staff, contractors, Directors, agents and affiliates from and against all claims, liabilities, costs and expenses (including legal costs on a full indemnity basis) resulting from your failure to comply with these Terms of Service.

You understand, agree and acknowledge to indemnify and keep indemnified the Platform and Maywell Healthcare against any indirect, incidental, consequential, special, punitive or exemplary damages.

This section (Indemnity) shall not merge on the termination or expiration of these Terms of Service.

Consent, Representations, Conduct and Commitments

You confirm that you are legally able to consent to receive Services or have the consent of a parent or guardian and that you are legally able to enter into a contract for yourself or on behalf of another.

You confirm and agree that all the information that you provide in or through the Platform, and the information that you will provide in or through the Platform in the future, is accurate, true, current and complete. Furthermore, you agree that during the term of these Terms of Services, you will maintain and update this information so it will continue to be accurate, current and complete.

You agree and confirm that your use of the Platform, including any Services, is for your own personal use only and that you are not using the Platform or the Services for or on behalf of any other person or organisation unless expressly consented to by the person and Maywell Healthcare, and the purpose of entering on behalf of another person or organisation is for the receiving of Services.

You agree and commit not to interfere with or disrupt, or attempt to interfere with or disrupt, any of Maywell Healthcare's systems, services, servers, networks or infrastructure, including, but not limited to any of the Website and Practice Management Software Systems, including without limitation obtaining unauthorised access to the aforementioned.

You agree and commit not to violate any applicable local, state, national or international law, statute, ordinance, rule, regulation or ethical code in relation to your use of the Platform and your relationship with Maywell Healthcare including the Platform, company, or Practitioners.

You will indemnify Maywell Healthcare, defend Maywell Healthcare and hold Maywell Healthcare harmless from and against any and all claims, losses, causes of action, demands, liabilities, costs or expenses (including, but not limited to, litigation and reasonable attorneys' fees and expenses) arising out of or relating to any of the following:

- i your access to or use of the Platform;
- ii your violation of any of the provisions of these Terms and Conditions of Service; or
- iii non-payment for any of the Services (including any Services which were provided through telephone, video conferencing, in-person or through the website).

Complaints, Dispute Resolution and Mediation

If you have any concerns about the service Maywell Healthcare or your Practitioner is providing you, please discuss these with your Practitioner or request to speak to our Customer Liaison Officer via our [Contact Us](#) form as soon as possible.

If you have concerns about the professional conduct of your Psychologist, you may contact the Psychology Board of Australia (telephone 1300 419 495). Please inform us if you wish to prematurely terminate your service with Maywell Healthcare and we will assist in referring you to another service.

If a dispute arises between you, a Practitioner and/or Maywell Healthcare, the parties will attempt to resolve the dispute within 15 business days by informal negotiation (by telephone, email or otherwise). If the parties are unable to resolve the dispute, either party may refer and escalate the dispute to Maywell Healthcare.

If the parties are unable to resolve the dispute within 30 business days, Maywell Healthcare may provide access to a Third Party Dispute Service. If such a service is provided, either party may request the other party to submit to the Third Party Dispute Service. If the parties have failed to resolve the dispute directly they may be directed to a Third Party Dispute Service which will be available on request. The Third Party Dispute Service is a Third Party Service and parties are responsible for paying any costs associated with the Third Party Dispute Service.

General

These Terms of Service and Maywell Healthcare's relationship with you shall both be interpreted solely in accordance with the laws of Australia and any other countries to which services are delivered.

These Terms of Service, together with the Consent Form, [Disclaimer](#) and [Privacy Policy](#) form an agreement between you (including any person you have entered into these Terms of Service on behalf of) and Maywell Healthcare. You may not rely upon any promises or representations by Maywell Healthcare except as set forth in this agreement.

Maywell Healthcare may change these Terms of Service by posting modifications on the Website. Unless otherwise specified by us, all modifications shall be effective upon posting. By using the Platform after the changes become effective, you agree to be bound by such changes to the Terms of Service. If you do not agree to the changes, you must terminate access to the Platform and participation in its services. We reserve the right to terminate your access to the Platform if you do not agree to the changes to the Terms of Service.

Maywell Healthcare may freely transfer or assign these Terms of Service or any of its obligations hereunder.

As the Platform is controlled from our offices in Victoria, Australia, these Terms of Service will be governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia.

If any provision of these Terms of Service is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms and Conditions of Service which will continue in full force and effect.

These Terms and Conditions of Service should be read in conjunction with our [Disclaimer](#) and [Privacy Policy](#).

If you have any questions about our Terms of Service or any other queries please [Contact Us](#) and our helpful support team will be more than happy to assist.

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