



EX-MED Cancer Website Terms of Use

This document governs your use of the EX-MED Cancer Website. In this document, “you” or “your” means:

- users of the Website;
- patients who participate in the EX-MED Cancer Program (**Program**) or who otherwise receive services from EX-MED Cancer (**Patients**); and
- persons who provide health or allied services to Patients (**Practitioners**).

This document is a binding agreement between you and EX-MED Cancer Ltd (ABN 82 629 190 389) (**EX-MED Cancer, us, we or our**), being the owner and operator of the EX-MED Cancer Website.

By using the Website, you agree to be bound by these Terms of Use.

From time to time, these Terms of Use may change. You can find the current terms and conditions at any time on our Website at www.exmedcancer.org.au. Please check this page regularly so you are aware of any changes. Your continued access to and use of the Website constitutes your acceptance of any revisions or changes to these terms and conditions.

Unless defined in this document, capitalised terms have the meaning given in the Patient Terms, available at www.exmedcancer.org.au.

1 Access and Use

1.1 You must use the Website in accordance with these Terms of Use.

2 Content and Communications

2.1 We permit you to provide us with, view or access documents, photos, images, text, exercise and dietary regimens, health reports, comments, multimedia files, and other information and content (**Content**) via the Website, and send and receive communications via the messaging service (**Communications**).

2.2 We are not responsible for any Content which you upload, view or access and we give no warranties or guarantees about the accuracy, quality, reliability or legality of any such Content.

2.3 You are responsible for all Content which you upload and all Communications which you make. You must not upload any Content or make any Communication:

- (a) which is defamatory, misleading, deceptive, fraudulent, offensive, threatening, illegal, pornographic or obscene;
- (b) which contains any virus, malware, Trojan horse, worm, time bomb, back door or other such malicious software or code;
- (c) that promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; or
- (d) for which you do not have the necessary rights or permissions.



- 2.4 You agree to indemnify us for any loss suffered by us arising from your breach of clause 2.3. You retain all rights to your Content that you upload to the Website.
- 2.5 You acknowledge that:
- (a) we may retain a copy of any Content on our systems for a reasonable period to comply with our legal obligations;
 - (b) we may delete or disable any Content or close or disable any Account at any time, but will only do so if we believe that such Content or user is objectionable or in violation of this document or the law; and
 - (c) EX-MED may investigate violations of these Terms of Use and any conduct that affects the Website, and in response may take any action we may deem appropriate.

3 Program fees and payment

- 3.1 Payments for the Program Fee and donations to EX-MED can be made through the Website using your preferred payment method. You authorise us to charge your preferred payment method for the total amount of your purchase or donation (including any applicable taxes and other charges) and to process payment through third party payment platforms.
- 3.2 By providing a payment method that we accept, you represent that you are authorised to use the designated payment method.
- 3.3 Please refer to our Patient Terms for other terms relating to Program Fees and payment including other payment options.

4 Maintenance

- 4.1 We may suspend access to, and use of, the Website (including in part) for any reason without notice and without liability, including to perform scheduled maintenance or implement updates.

5 Your responsibilities

- 5.1 You must comply with any applicable law, including any Australian State or Federal law, or any law of another country which applies to you, in connection with the use of the Website and any reasonable directions given by us in relation to your use of the Website.

6 Linking and Framing

- 6.1 The Website may contain links to other sites. We are not responsible or liable for third party content or information, and do not warrant the accuracy, currency or suitability of that information for any purpose.
- 6.2 You may link to our Website provided you do so in a way that accurately indicates that the link is to an EX-MED Cancer page and is not misleading.

7 Intellectual Property Rights

- 7.1 All Intellectual Property Rights in and to the Website and any Content provided through the Website (including any templates, logos, icons, video and audio clips, text, documentation, the “look and feel” of the Website and any other EX-MED Cancer Content) are owned by us or our licensors.
- 7.2 You must not copy, modify, adapt, translate, prepare derivative works from or reverse engineer any part of the Website, or authorise, allow or provide the means for others to do any of these things without our prior express written consent.

7.3 You grant us a non-exclusive, worldwide, royalty free licence to store, reproduce and communicate all uploaded Content for the purpose of providing the EX-MED Cancer services, including the Program.

8 Privacy

8.1 By using the Website, you consent to our collection, use and disclosure of personal information in accordance with the our Privacy Policy (available at www.exmedcancer.org.au).

8.2 Where you disclose any personal information to us about a third party (through your use of the Website or otherwise), you warrant that you have the express consent of the relevant individual, or are otherwise authorised by law, to disclose that personal information to us. You agree to indemnify us for any loss suffered by us arising from your breach of this warranty.

9 Disclaimer of Warranties and Limitation of Liability

9.1 All express and implied terms, conditions, warranties and guarantees which otherwise might apply to, or arise out of, this document are excluded other than:

- (a) as expressly stated in this document; and
- (b) guarantees which by law cannot be excluded or modified by agreement including those under the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).

9.2 If we are liable for a breach of a guarantee that cannot be excluded by law but can be limited, our liability is, to the fullest extent permitted by law, limited to the following (at our option):

- (a) supplying the services again; or
- (b) payment of the cost of having the services supplied again.

9.3 Subject to the liability position stated above, the Website and the Content are provided on an "as is" and "as available" basis. We do not guarantee that the Website or any Content will always be available or be uninterrupted, timely, secure, accurate, reliable or free from errors and omissions or computer viruses.

9.4 You understand and agree that your use of the Website is at your own discretion and risk and that you will be solely responsible for any damage or loss whatsoever that results from such use.

10 Disputes

10.1 You acknowledge that the Website may be used to facilitate interactions and sharing of information by Patients and Practitioners. Accordingly, you acknowledge that:

- (a) any disputes between the relevant parties must be managed by those parties; and
- (b) you agree that we will have no responsibility to investigate, mediate or settle any dispute between Patients, Practitioners and any other person that uses the Website.

10.2 We may assist you in investigating any conduct which you believe is in violation of this document or the law, but we're not obliged to unless required by law.

11 General

11.1 This document is governed by the law of Victoria, Australia, and you submit to the exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

11.2 We may assign or novate this agreement to any other person on written notice to you. You must not assign, novate or sub-license any of your rights or obligations under this agreement to any person

without our prior written consent. Any purported dealing in breach of this prohibition is void and of no effect.

11.3 In the event that any part of these terms and conditions are void, voidable, illegal or otherwise unenforceable, it may be severed and the remaining provisions of these terms and conditions will remain in full force and effect.

11.4 Our failure to enforce any right or provision of these terms and conditions will not be considered a waiver of such right or provision. The waiver of any such right or provision will be affective only if in writing and signed by a duly authorised representative of EX-MED Cancer.

12 Contact Details

If You have an questions, comments with respect to the Website or this document, please direct them to:

EX-MED Cancer Pty Ltd
Unit 8, 651 Victoria Street
Abbotsford, VIC 3067

Telephone: 1300 396 332

Fax: 03 8526 0317

Email: exmedcancer@exmedcancer.org.au

