

HealthNow Virtual Clinical Services – Terms of Use

Welcome to the HealthNow Virtual Clinical Services.

1. Virtual Clinical Services

The Virtual Clinical Services can arrange virtual access to healthcare professionals for you. The Virtual Clinical Services include:

- 1.1 a platform through which doctors, medical specialists, psychologists and allied healthcare professional (**Healthcare Professionals**) can provide telehealth consultations to individuals (**Telehealth Consultations**);
- 1.2 a booking and payment service for Telehealth Consultations; and
- 1.3 information relating to Telehealth Consultations.

2. About these Terms of Use

- 2.1 The Virtual Clinical Services are provided to you by Telstra Health Pty Ltd (ABN 38 163 077 236) (**Telstra Health, we, our or us**).
- 2.2 By using the Virtual Clinical Services, you agree to be bound by these Terms of Use and the HealthNow Privacy Statement, which form a contract between us and you.
- 2.3 We constantly seek to improve our products and processes. As a result, we may need to update these Terms of Use to accurately reflect how we conduct our business. We will direct you to the current Terms of Use when you book a Telehealth Consultation. If you do not agree to the Terms of Use, you should not use our Virtual Clinical Services.
- 2.4 We may refuse access, change, suspend or discontinue your access to or use of the Virtual Clinical Services should your manner be abusive or threatening, and otherwise subject to our availability.
- 2.5 You understand that if we permanently discontinue your access to the Virtual Clinical Services, to the extent permitted by law, any personal information that was collected by us may be permanently deleted.

3. Privacy

- 3.1 We will comply with applicable privacy and health records laws and the HealthNow Privacy Statement when collecting, handling and using

any personal information that we obtain about you in connection with your use of the Virtual Clinical Services.

- 3.2 A copy of the current HealthNow Privacy Statement is available at <https://healthnow.io/privacy.html>.

Using the Virtual Clinical Services

4. Acknowledgements

You acknowledge and agree that:

- 4.1 the Virtual Clinical Service should not be used in case of emergency or for the treatment of life threatening conditions, illnesses or injuries. In case of emergency, call 000;
- 4.2 you have a direct relationship with your Healthcare Professional. Our role is limited to the provision of a platform through which you and the Healthcare Professional can interact;
- 4.3 the Healthcare Professionals are not our employees, representatives or agents;
- 4.4 a Telehealth Consultation will not be appropriate for all patients, conditions or circumstances, and you may be directed to alternative health services on this basis;
- 4.5 The prescription of pharmaceuticals, issuance of medical certificates or provision of referrals is at the sole discretion of the Healthcare Professional.
- 4.6 If you access a Telehealth Consultation from outside of Australia, you acknowledge and agree that the Healthcare Professional may not be registered to practise outside Australia.

5. Eligibility

To be eligible to use the Virtual Clinical Services, you must:

- 5.1 unless we agree otherwise, be at least 18 years old or have a parent or legal guardian present while accessing the Virtual Clinical Services;
- 5.2 only access and use the Virtual Clinical Services in relation to:
 - (a) yourself (that is, where you are the relevant patient);
 - (b) your dependent child; or

- (c) a person whose medical affairs you are legally responsible for; and

6. Your information

- 6.1 To access and use the Virtual Clinical Services, we may ask you to provide some information about yourself or the patient whose booking you are making. You must ensure that this information is true, accurate, complete and up to date.
- 6.2 If any of the information you provide, on behalf of yourself or the patient, changes then you must promptly notify us of those changes by calling us on 1800 870 711.
- 6.3 You should notify us immediately if you become aware of any unauthorised access to or use of your information.

7. Access on behalf of another person

If you access the Virtual Clinical Services on behalf of another person in accordance with clause 5.2(b) or 5.2(c), we may require you to verify that you are legally authorised to act for that person.

8. Bookings

- 8.1 You will need to provide us with a referral for a Telehealth Consultation with a specialist Healthcare Professional.
- 8.2 In some cases your referring healthcare provider, aged care provider or third party payer may book and pay for a Telehealth Consultation on your behalf.
- 8.3 We will confirm your booking by email, SMS or post.
- 8.4 If your Telehealth Consultation is via a phone call, the Healthcare Professional will call at the confirmed time. If you miss the call, you should call back immediately.
- 8.5 If the Telehealth Consultation is via video call, we will provide you with instructions to join the video call. If you miss the video call, you should call back immediately.
- 8.6 We will do our best to ensure that your Telehealth Consultation is provided at the confirmed booking time. In the event that we are unable to provide the Telehealth Consultation at the confirmed booking time, we will endeavour to arrange another mutually convenient time for the Telehealth Consultation.

9. Fees

- 9.1 We will charge a fee for the Telehealth Consultation which differs based on the nature of the Telehealth Consultation.
- 9.2 We are unable to confirm your Telehealth Consultation booking until the fee has been paid.
- 9.3 Fees can be paid by:
 - (a) credit card;
 - (b) debit card; or
 - (c) prior arrangement with a third party payer (subject to eligibility).
- 9.4 Subject to clause 9.5 no rebates are available for Telehealth Consultations under Medicare or private health insurance.
- 9.5 A Medicare or private health insurance rebate may be available for a Telehealth Consultation with a specialist, subject to certain conditions. Further information can be provided by the TeleHealth Co-ordinator at the time of booking your specialist appointment. If your referring healthcare provider is present with you during your Telehealth Consultation with a specialist, they may also be able to claim a rebate for MBS video consultation items from Medicare.

10. Cancellations

- 10.1 If we re-schedule your Telehealth Consultation and it is not a suitable timeframe and you are not in breach of these terms, we will refund the fee.
- 10.2 You can cancel your Telehealth Consultation by:
 - (a) emailing support@health.telstra.com;
 - (b) phoning 1800 870 711; or
 - (c) via the HealthNow App; or
 - (d) online.
- 10.3 Where you cancel your Telehealth Consultation, you may be entitled to receive a refund, depending on the circumstances of the cancellation – eligibility will be determined by us on a case-by-case basis.

10.4 If you miss your Telehealth Consultation (other than due to a technological fault on our part), you will not be entitled to a fee refund.

10.5 We may charge a nominal administration fee if you cancel or reschedule an appointment.

11. Nature of Telehealth Consultations

11.1 Telehealth Consultations are provided via:

- (a) phone call; or
- (b) video call.

11.2 Your Healthcare Professional may advise you that:

- (a) it is not appropriate to treat you by phone or video call;
- (b) you require a follow up Telehealth Consultation;
- (c) you should attend a face-to-face visit with another healthcare provider;
- (d) you should attend your closest hospital emergency centre as soon as possible; or
- (e) any other matter that the Healthcare Professional considers appropriate in the circumstances, acting reasonably.

Important things to note

12. No medical advice

12.1 Any information or advice provided by a Healthcare Professional during a Telehealth Consultation is provided under a separate agreement exclusively between you and the Healthcare Professional. We are not responsible for, and exclude all liability for, such information or advice.

12.2 Any information provided by us as the platform and booking services provider in connection with the Virtual Clinical Services should not be considered medical advice, diagnosis or treatment and is not intended to replace a consultation with a qualified medical Healthcare Professional.

13. Recording of calls

13.1 We record all phone calls relating to registration, bookings and enquiries, for verification and training purposes.

13.2 We may record Telehealth Consultations provided by doctors other than specialists or psychologists, but only with your prior consent,

13.3 We do not record Telehealth Consultations provided by specialists or psychologists.

13.4 You must not record or transmit any Telehealth Consultation without the prior written consent of both us and the Healthcare Professional.

14. Transmission of images

14.1 We, or a Healthcare Professional, may request you to provide an image for clinical purposes.

14.2 If requested to provide an image for clinical purposes, you must provide the image in accordance with any instructions we give you to minimise the risk of accidentally transmitting the image to a third party.

14.3 If you provide us with an image,

- (a) you must inform us of the date the image was taken; and
- (b) it will form part of your medical record.

14.4 You must only provide images if requested by us or the Healthcare Professional.

14.5 You must not provide images that:

- (a) contain sensitive content unnecessary for clinical purposes;
- (b) are of a sexual nature; or
- (c) are offensive in our reasonable opinion or that of the Healthcare Professional.

14.6 You must not provide images of any person other than yourself, unless you are accessing the Virtual Clinical Services in accordance with clause 5.2(b) or 5.2(c).

14.7 By providing an image to us or a Healthcare Professional for the purposes of a Telehealth Consultation, you expressly consent to us and the Healthcare Professional using that image for clinical purposes. You acknowledge and agree that this may include disclosure of the image to

our technical or administrative staff, who will handle the image in accordance with our Privacy Statement.

14.8 We may request your consent to de-identify an image you provide for use for training or education purposes to improve the quality of our Virtual Clinical Services. You may withhold your consent in your absolute discretion.

14.9 We do not recommend sending any images from your workplace server on the basis that your employer may be able to access the images in accordance with workplace IT policies.

15. Intellectual Property

15.1 Subject to clause 15.3, we (or our licensors) retain ownership of all intellectual property subsisting in the Virtual Clinical Services, including messages and content we make available to you (**HealthNow IP**).

15.2 You must not copy, modify, distribute, sell or lease any part of the HealthNow IP, nor may you reverse engineer or attempt to extract any source code, unless you are permitted by law or you have our written permission to do so.

15.3 The Virtual Clinical Services may allow you to upload, submit, store, send or receive content. Subject to these Terms of Use, you retain ownership of all intellectual property rights in that content.

15.4 You give us a royalty-free, sub-licensable, transferable, irrevocable, worldwide and perpetual licence to use, reproduce, adapt and display any contributions you make to the Virtual Clinical Services in connection with our operation of the Virtual Clinical Services. You must ensure that you have all necessary rights to give us this licence for any content. We will handle all personal information in accordance with our Privacy Statement.

16. Third Parties

16.1 Through the Virtual Clinical Services, we may provide you with links to products and services which may be provided to you directly by third parties (**Third Party Products and Services**).

16.2 Any links to third party websites are for convenience only. We have no control over and accept no liability for the content of those websites or any loss you suffer as a result of accessing them.

16.3 You should contact the relevant third party if you have any queries or concerns regarding the Third Party Products and Services.

17. Disclaimers and Acceptable Use

17.1 You are responsible for your medical affairs and recordkeeping.

17.2 You acknowledge and agree that the Virtual Clinical Services, and any information, communications or content you receive from us as the platform and booking services provider, are not designed for, and must not be relied upon in relation to any critical, emergency or acute care circumstances, and are not a substitute or replacement for independent professional medical advice, diagnosis, treatment or judgment.

17.3 In accessing or using the Virtual Clinical Services (including by submitting any information or contributions, or transmitting any images) you must ensure that you do not:

- (a) breach any laws, or encourage or assist the commission of any illegal act;
- (b) infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
- (c) include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Virtual Clinical Services or any device accessing the Virtual Clinical Services;
- (d) impersonate any other person;
- (e) negatively impact any other user's ability to access and use the Virtual Clinical Services;
- (f) publish or link to malicious content; or
- (g) engage in conduct which is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which will or is reasonably likely to damage our reputation or our services (including the Virtual Clinical Services).

18. If you have any concerns

18.1 If you have any concerns or complaints about our Virtual Clinical Services or the advice you

receive from the Healthcare Professional please contact us on 1800 870 711.

(b) in the case of services, the re-supply of the services, or the payment of the cost of re-supplying the services.

19. Liability

19.1 You must only use or access the Virtual Clinical Services for purposes permitted or contemplated by these Terms of Use (or otherwise authorised by us).

19.2 To the extent permitted by law:

(a) neither we nor our licensors, suppliers or any other third party referred to in the Virtual Clinical Services are liable for any loss, cost, damage or injury arising out of:

(i) the provision of the Virtual Clinical Services or any content available via the Virtual Clinical Services; or

(ii) any use or misuse by you (or other people) of the Virtual Clinical Services or any content available via the Virtual Clinical Services; and

(b) all express or implied guarantees, warranties, representations or other terms not contained in these Terms of Use are excluded.

19.3 To the extent permitted by law, we are not in any way liable to any party for any indirect, incidental, special or consequential damages or loss (without limitation including damages for loss of profits, business interruption, loss of information or damage to systems due to viruses or other harmful components) arising from the access to and use of the Virtual Clinical Services.

19.4 Where any guarantee, warranty, term or condition is implied or imposed into these Terms of Use by law, and liability for breach cannot be excluded but can be limited, then our liability for breach of that guarantee, warranty, term or condition is limited to one or more of the following (at our option):

(a) in the case of goods, the replacement of the goods or supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

20. General

20.1 *Applicable law:* These Terms of Use are governed by the laws of the Australian State or Territory in which you principally reside, and we and you each submit to the exclusive jurisdiction of those courts.

20.2 *Severability:* If any of these Terms of Use are invalid, unenforceable or illegal, the remaining Terms of Use will continue to apply.

20.3 *Assignment:* You must not assign or novate these Terms of Use or otherwise deal with their benefit or a right under them without our prior written consent, which may be withheld at our absolute discretion. We may at any time, without notice to you, novate or assign our rights and obligations under these Terms of Use, and to the extent necessary, you hereby consent to such novation, assignment or transfer.

21. Contact us

To contact us regarding these Terms of Use please call 1800 870 711.