

## 1 Introduction

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### 1.1 Who we are and what we provide

The medEbridge platform located at [www.medebridge.com.au](http://www.medebridge.com.au) (**medEbridge**) is owned by Unified Healthcare Group Pty Ltd, a company incorporated and registered in Victoria (ACN 073 271 735) whose registered office is at Level 1, 139 High Street, Prahran, Victoria, 3142, (**we, our, us, UHG**).

We facilitate the process for Users to transact with each other by Clients submitting Orders and Providers accepting and fulfilling Orders. This process may be undertaken directly by Users electronically using medEbridge or processed manually by phone, facsimile or email (**medEbridge Manual Process**).

### 1.2 These Terms

- (a) These Terms govern your relationship with us when you access medEbridge or the medEbridge Manual Process and submit, accept and/or fulfil an Order. By doing so, you (including, where applicable, the organisation you represent) will be deemed to have understood and accepted these Terms, which form a binding agreement between you and us.
- (b) Different parts of these Terms will apply to you depending on how you submit, accept and/or fulfil an Order – these are set out in the list below.

**Part 1 – Introduction:** This introduction applies to all Users (including, without limitation, Clients and Providers).

**Part 2 – Terms of Use:** This part applies to all Users (including, without limitation, Clients and Providers).

**Part 3 – Terms and Conditions for Clients:** This part applies to any Users that wish to submit Orders, whether on behalf of themselves or a third party (**Clients**).

**Part 4 – Terms and Conditions for Providers:** This part applies to any User that wishes to accept and/or fulfil Orders whether such Orders are fulfilled by that User personally, or by third parties (**Providers**).

**Part 5 – Definitions:** This part applies to all Users. Capitalised terms used but not defined elsewhere in these Terms have the meanings given to them in this part.

- (c) We do not offer, provide, request, submit, control, accept, fulfil or manage any Services or Orders. Users alone are responsible for Orders they submit, accept or fulfil and Services they request or provide. When a User submits an Order which is accepted by another User, or accepts an Order that has been submitted by another User, those Users are entering into a contract directly with each other in respect of an Order and/or Services. UHG is not, and does not become, a party to or other participant in any contractual relationship between Users in any capacity in respect of that Order and/or Services.

### 1.3 Other Applicable Terms

- (a) Our Privacy Policy, located at [www.uhg.com.au](http://www.uhg.com.au), sets out the terms on which we process any personal data we collect from you, or that you provide to us. By submitting, accepting and/or fulfilling an Order, you agree to the terms of our Privacy Policy, consent to such processing and you warrant that all data provided by you is accurate.

- (b) These Terms do not create a relationship of employment, trust, agency, joint venture or partnership between any of the parties or their Representatives.

### 1.4 Changes to these Terms and Interpretation

- (a) We may revise these Terms at any time by providing at least 14 days' notice to Users and the amended Terms will only become effective following that notice period. If you disagree with the revised Terms, you may elect to terminate your agreement with UHG. If you do not do so before the date the revised Terms become effective, your continued access to or use of medEbridge and/or the medEbridge Manual Process will constitute acceptance of the revised Terms.
- (b) If there is any inconsistency between these Terms and an Order, these Terms will prevail to the extent of the inconsistency.

## 2 Terms of Use

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### 2.1 Registration

- (a) You are required to register in order to use medEbridge and/or the medEbridge Manual Process, and you agree that in registering, and in connection with such use once registered, you will always provide truthful, accurate and complete information.
- (b) You are responsible for maintaining the confidentiality of your password and account information, and you are solely responsible for all activities that occur under your password or account and for any access to or use of medEbridge and/or the medEbridge Manual Process by you or any person or entity using your password, whether or not such access or use has been authorised by you.
- (c) You must immediately notify us of any unauthorised use of your password or account or any other breach of security.
- (d) You are responsible for ensuring that the information we hold about you is up to date. Please amend your details by emailing us at [onboarding@medebridge.com.au](mailto:onboarding@medebridge.com.au).
- (e) Please refer to our Privacy Policy for further explanation as to how we use the personal information we collect from you.

### 2.2 Relationship between parties

- (a) Upon a Client submitting an Order and a Provider accepting that Order, the Client and the Provider will be deemed to have entered into a separate agreement for provision of the Services the subject of the Order.
- (b) It is acknowledged and agreed that:
- (i) Services are provided to Clients by Providers and not UHG; and
  - (ii) Providers are responsible and liable for the provision of Services and the contents of Reports.

## 2.3 Intellectual Property and Data

- (a) You acknowledge that all intellectual property rights in and underlying medEbridge and the medEbridge Manual Process and all material published therein, including but not limited to text, graphics, trade marks, databases, data compilations, data and software (but excluding any content uploaded by Users) (together the **medEbridge Content**) are (as between you and us) owned and controlled by or licensed exclusively to us. You may not copy, adapt, display, communicate to the public or otherwise use or infringe any medEbridge Content without our prior written consent and may not permit any other person to do so.
- (b) You acknowledge and agree that, to the extent permitted by law, the Data is owned by UHG and may be used by UHG in any manner and for any purpose whatsoever, provided that UHG will ensure that Data is only provided to third parties in anonymised form (so that it is impossible ever to identify an individual User or Third Party). For the avoidance of doubt, Data does not include the contents provided by a Provider as part of the fulfilment of an Order.

## 2.4 Uploaded Content and Contact with Other Users

- (a) Any information, documents or content communicated or transmitted by Users via, or uploaded by Users to, medEbridge and/or the medEbridge Manual Process (**Communication**), must:
- (i) be accurate (where it states facts);
  - (ii) be genuinely held (where it states opinions);
  - (iii) comply with applicable law;
  - (iv) not infringe any copyright, database right or trade mark of any other person;
  - (v) not be likely to deceive any person; and
  - (vi) not be communicated, uploaded or transmitted in breach of any Privacy Law or any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (b) You grant us a non-exclusive, royalty-free, worldwide, perpetual licence to use the Communication in any manner and for any purpose whatsoever, including without limitation the right to host, copy, store and make available the Communication, and UHG agrees to ensure that any Communication provided to third parties for purposes other than fulfilling an Order will be provided in anonymised form (so that it is impossible ever to identify an individual Client or Third Party.)
- (c) You warrant that any Communication complies with section 2.4(a), and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of such warranty. We will not be responsible, or liable to any third party, in respect of the content of any Communication.
- (d) You acknowledge that:
- (i) you are responsible for your interactions with other Users;
  - (ii) we make no representations or warranties as to the conduct of other Users; and
  - (iii) we shall not be in any way liable for the conduct of any other Users.
- (e) If you wish to register a complaint concerning a User, please contact us at [complaints@medebridge.com.au](mailto:complaints@medebridge.com.au).

## 2.5 Limitation of liability

- (a) It is a condition of submitting, accepting and /or fulfilling any Order that you do so entirely at your own risk and subject to these Terms.
- (b) Without limitation to the generality of the foregoing, and to the maximum extent permitted by law, whether in contract, tort (including, without limitation, negligence), breach of statutory duty, or otherwise:
- (i) we will not be liable to you for any loss, damage or harmful effects arising under or in connection with:
    - (A) use of, or inability to use, medEbridge and/or the medEbridge Manual Process (including by submitting, accepting and /or fulfilling Orders);
    - (B) use of or reliance on any Communication; or
    - (C) the acts or omissions of any other User;
  - (ii) we will have no liability to you for any indirect or consequential losses of any kind or for any loss of data or goodwill arising out of or in connection with these Terms, medEbridge and/or the medEbridge Manual Process; and
  - (iii) our total liability to a User in respect of:
    - (A) any Claim arising out of or in connection with these Terms, medEbridge and/or the medEbridge Manual Process, shall in no circumstances exceed the fees paid by or to that User for Services in the 12 months immediately preceding such Claim; and
    - (B) all Claims arising out of or in connection with these Terms, medEbridge and/or the medEbridge Manual Process shall in no circumstances exceed, in aggregate the fees paid by or to that User for Services.
- (c) Except as expressly set out in these Terms and to the maximum extent permitted by law, we make no representations, warranties or guarantees of any kind in respect of medEbridge or the medEbridge Manual Process or any content available through medEbridge or the medEbridge Manual Process and all conditions, warranties and representations express or implied are hereby excluded to the full extent permitted by law.
- (d) Nothing in these Terms excludes or limits any other liability that cannot be excluded or limited under applicable law.

## 2.6 Goods and services tax (GST)

- (a) All prices, rates and charges for Orders and Services as defined in these Terms and Conditions ("Consideration") are exclusive of GST.
- (b) A party must pay GST on a Taxable Supply made to it under these Terms ("Recipient") in addition to any Consideration (excluding GST) that is payable for that taxable supply by the Recipient or by any other person, subject to the party receiving a valid Tax Invoice in respect of the Taxable Supply. It must do so at the same time and in the same way as it is required to pay the Consideration for the Taxable Supply.
- (c) If either party is entitled under these Terms and Conditions to be paid, reimbursed or indemnified by the other party for a loss, cost or expense, the payment, reimbursement or indemnity payment will be reduced by an amount equal to any Input Tax Credit which may be claimed by the party entitled to be paid, reimbursed or indemnified in respect of that loss, cost or expense.

- (d) For the purposes of this Agreement, "GST", "Input Tax Credit", "Taxable Supply" and "Tax Invoice" shall have the meaning attributed to those terms in A New Tax System (Goods and Services Tax) Act 1999 as amended, or varied or replaced from time to time and any subsequent or replacement tax.

## 2.7 Termination or suspension

We may, in our sole discretion, terminate or temporarily suspend your password, account (or any part thereof) or use of medEbridge and/or the medEbridge Manual Process without notice if you are in breach of these Terms or if we believe in our reasonable discretion that your use thereof is unsuitable in any way.

## 2.8 Insurance

- (a) UHG must effect and maintain at its cost the following insurances (Required Insurances):
- (i) Workers' Compensation insurance, Work Care or equivalent insurance in accordance with Commonwealth legislation or legislation applicable to any State or Territory in which UHG provides Services under these Terms and in which UHG employs persons, together with unlimited cover for common law liability where permissible by law; and
  - (ii) Public & Products Liability Insurance for not less than \$20,000,000 in respect of any single occurrence, and in the annual aggregate in respect of Products Liability.
- (b) The Required Insurances must be effected with insurers which are currently rated not less than A- by Standard & Poor's (or an equivalent rating agency) and cover all risks which are reasonable and prudent in accordance with good business practice.
- (c) UHG will provide on request certificates of currency for the Required Insurances.
- (d) UHG must not do or allow anything which would prejudice any of the Required Insurances, or cause them to be terminated.

## 2.9 Assignment etc.

- (a) We may assign, subcontract, or otherwise transfer any or all of our rights and obligations under these Terms by providing you with reasonable notice.
- (b) You may not assign, subcontract or otherwise transfer any of your rights or obligations under these Terms without our prior written consent.

## 2.10 Miscellaneous

- (a) If any provision or part of a provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed severed from these Terms and the remainder of these Terms will remain in full force and effect.
- (b) You agree that these Terms are governed by the law of the State of Victoria.

## 3 Terms and conditions for Clients

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### 3.1 Relationship

- (a) The relationship between you and us is governed by these Terms, as well as any other written agreements between you and us, including a master services agreement and any 'Statements of Work' issued thereunder (together, **MSA**).

- (b) If there is any inconsistency between these Terms and the MSA, as between you and us, the MSA will prevail over these Terms to the extent of the inconsistency.

- (c) It is acknowledged and agreed that:

- (i) we are not responsible or liable for, and have no input into or control over, the provision of Services or the contents of Reports;
- (ii) we are not responsible or liable for, and have no input into or control over, the Client's selection via medEbridge of a particular Provider to deliver Provider Services to the extent that Provider is not suitable or appropriate provider of those Provider Services
- (iii) we are not responsible or liable for a Client's or a Third Party's use of, or reliance on, any Services or the contents of Reports; and
- (iv) we may not be held liable to the Client, any of its Related Entities, any Representatives of Clients or their Related Entities, or any Third Parties in respect of, arising out of or in any way connected with the provision of Services, the contents of any Reports or the Client's or a Third Party's use of, or reliance on, Services or the contents of any Reports.

## 4 Terms and conditions for Providers

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### 4.1 Relationship

- (a) The relationship between you and us is governed by these Terms, as well as any other written agreements or deeds between you and us (**Other Agreements**).
- (b) If there is any inconsistency between these Terms and the Other Agreements, as between you and us, the Other Agreements will prevail over these Terms to the extent of the inconsistency.

### 4.2 Information

- (a) You warrant that all information you have provided to us in connection with your access and use of medEbridge and/or the medEbridge Manual Process is true, accurate and complete. You agree to notify us promptly of any changes to such information. You also acknowledge and agree that we may remove your listing from medEbridge and/or the medEbridge Manual Process at any time if we consider any information provided is untrue, inaccurate or incomplete.
- (b) You indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us directly or indirectly arising out of or in connection with any breach of the warranty in section 4.2(a).
- (c) By becoming a registered User, you agree to the publication on medEbridge and/or the medEbridge Manual Process of the information you have provided to us.

### 4.3 Functions

Once you have registered on medEbridge and the medEbridge Manual Process, you will be eligible to use various functions made available to Providers from time to time, such as those which allow you to accept and fulfil Orders.

### 4.4 Orders and Services

- (a) We and/or Clients may contact you to arrange the provision of Services from time to time. In accepting and fulfilling Orders and providing Services that have been procured or arranged via medEbridge and/or the

medEbridge Manual Process, you acknowledge and agree that:

- (i) you will act with honesty, fairness, respect, transparency and timeliness towards us, Clients, other Users and Third Parties;
- (ii) you will abide by all applicable laws (including the Privacy Law) as well as applicable codes of conduct or guidelines, including any applicable Expert Witness Code of Conduct and the Australian Medical Association's Ethical Guidelines on Independent Medical Assessments;
- (iii) your Services (including examinations and assessments) and Reports must be impartial and objective;
- (iv) where you are providing Services to a life insurer, if:

- (A) a Third Party attends an appointment with you for an assessment, you will issue the Report for that assessment within 10 business days of the Third Party's appointment with you; or

- (B) you are requested to provide a Report that does not require the relevant Third Party to attend an appointment with you, you will issue such a Report within four weeks of the date of request;

- (v) you will maintain confidentiality of all information provided to you and related to the provision of Services by you and will only use that information for the purpose of providing the relevant Services;

- (vi) you will promptly notify the person who has arranged the Services (such as the Client or other insurer or claims manager) if you receive any complaint from the Third Party who is the subject of the Services about your provision of Services; and

- (vii) on request by a Third Party, you must make a Report that relates to that Third Party available to the Third Party subject to applicable laws and following your receipt of the prior written consent of the relevant Client.

(b) You agree to provide the Services with reasonable skill and care and in accordance with:

- (i) good industry practice;

- (ii) all applicable laws;

- (iii) the relevant Order; and

- (iv) the Client's reasonable instructions and specifications.

(c) You represent and warrant on a continuing basis to us and to any Client to which you provide Services that you have or hold, and will continue to do so at all relevant times:

- (i) all expertise, experience, qualifications, integrity, licences, permits, consents and authorisations required under all laws and regulations in relation to the provision of the Services, including all required Federal, State, Territory and industry licensing; and

- (ii) all insurance cover you have represented to us as being held by you, including but not limited to Professional Indemnity Insurance, which:

- (A) is for an amount of:

- (1) if you are a medical practitioner – not less than \$20,000,000 for any one loss; or

- (2) otherwise – not less than \$5,000,000 for any one loss;

- (B) is for any claims arising from negligence (or, if you are a medical practitioner – medical negligence) by reason of any act, error or omission committed, or alleged to have been committed, by you or on your behalf;

- (C) if you are a medical practitioner – includes protection for 'Good Samaritan' acts; and

- (D) is maintained for at least 7 years post ceasing to complete Services referred to you via medEbridge or the medEbridge Manual Process,

#### **(Insurance Coverage).**

- (d) You must at any time, on our or a Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of all Insurance Coverage.

- (e) You acknowledge that you alone will bear any and all liability arising from any failure to hold insurance and you shall have no claim against us or any Client in respect of any losses you incur.

- (f) You must, upon request by us, provide proof within 10 Business days of the request that your registration and any required insurance policies have been effected and maintained.

- (g) If you are providing Services to a life insurer, you acknowledge that you are an 'Independent Service Provider' as that term is defined in the LICOP and that the LICOP applies to Services provided in accordance with these Terms.

#### **4.5 Dealings with Us and/or Clients**

- (a) You agree to act reasonably and in good faith in your dealings with us and/or Clients and to respond promptly to all communications.

- (b) You acknowledge that we are not liable for the acts or non-performance of any Client.

- (c) You will not at any time use or disclose to any person any confidential information relating to us or any Client save to your personnel and professional representatives (on a need-to-know and confidential basis only) or as otherwise required by law.

- (d) You warrant that you will perform your obligations under these Terms.

- (e) Any reference in these Terms to "you" or "your", shall be interpreted as including references to your subcontractors and Representatives who fulfil Orders and provide Services.

- (f) You remain responsible for all subcontracted functions, responsibilities and obligations, including any subcontracted fulfilment of Orders and provision of Services. You will be liable for all acts, omissions, defaults and neglects of any subcontractors and Representatives as if they were your acts, omissions, defaults or neglects.

- (g) You must, in using medEbridge and/or the medEbridge Manual Process, submitting and fulfilling Orders and providing Services:

- (i) comply with the Privacy Law and any applicable industry codes of practice in respect of any Regulated Information;

- (ii) ensure that Regulated Information you hold is protected against loss and against unauthorised

access, use, modification, disclosure or other misuse and that only authorised personnel have access to such Regulated Information;

- (iii) if you receive any complaint concerning the use, disclosure, storage, transfer or handling of Regulated Information, promptly inform the Client to which you are providing Services to which the Regulated Information relates; and
  - (iv) ensure that at all relevant times you hold all Privacy Approvals required to provide the Services, and inform the Client to whom you are providing Services in writing as soon as you become aware that you do not hold any such Privacy Approval. You acknowledge and agree that the Client will rely on any representation you make that you hold such a Privacy Approval without making independent enquiries.
- (h) You agree to indemnify and keep indemnified (on a continuing basis) the Client to whom you are providing Services at all times against all liabilities, costs, expenses, damages, claims, proceedings, actions, demands and losses suffered or incurred arising out of or in connection with a breach of clause 4.5(g).
- (i) You indemnify us and the Client against all liabilities, costs, expenses, damages, claims, proceedings, actions, demands and losses suffered or incurred by us or the Client arising out of or in connection with:
- (i) the Client's, any of its Related Entities or their Representatives, or any Third Party's use of, or reliance on, any Services or the contents of any Reports; and
  - (ii) any claim made against us or the Client, by any party, arising out of or in connection with any breach of these Terms or other act or omission by you.

## 5 Definitions

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In these Terms, unless the context clearly indicates otherwise, the following terms have the following meanings:

**Claim** means any claim, demand, legal proceedings or cause of action including any claim, demand, legal proceedings or cause of action based in contract, tort (including misrepresentation or negligence), under common law or under statute and includes a claim, demand, legal proceeding or cause of action arising from any breach of warranty or indemnity;

**Client** has the meaning given to it in the Introduction to these Terms;

**Communication** has the meaning given to it at section 2.4(a) of these Terms;

**Data** means all data and information collected, generated, processed or stored by UHG in relation to medEbridge and/or the medEbridge Manual Process concerning the characteristics and activities of Users and Third Parties;

**Insurance Coverage** has the meaning given to it at section 4.4(c) of these Terms;

**LICOP** means the Life Insurance Code of Practice issued by the Financial Services Council;

**medEbridge** has the meaning given to it in the Introduction to these Terms;

**medEbridge Content** has the meaning given to it at section 2.3(a) of these Terms;

**medEbridge Manual Process** has the meaning given to it in the Introduction to these Terms;

**MSA** has the meaning given to it at section 3.1(a) of these Terms;

**Order** means an order for Services submitted via medEbridge or the medEbridge Manual Process by a Client pursuant to these Terms;

**Privacy Approval** means any authorisation or approval required from a Third Party under a Privacy Law for the purposes of the Provider using medEbridge and/or the medEbridge Manual Process, submitting and fulfilling Orders and/or providing Services;

**Privacy Law** means the *Privacy Act 1988* (Cth) and any other law that applies to the collection, use, disclosure or handling of information about individuals or health records (including a law of a State or Territory relating to health records or privacy) and any code of practice by which a Provider is bound;

**Provider** has the meaning given to it in the Introduction to these Terms;

**Regulated Information** means all Personal Information (as that term is defined in the Privacy Law), health information and other information or opinion, whether true or not, and whether recorded in material form or not, about any entity or person which the Provider receives or has access to in using medEbridge and/or the medEbridge Manual Process, submitting and fulfilling Orders and/or providing Services;

**Related Entities** has the same meaning as under the *Corporations Act 2001* (Cth) (and any regulations made under it);

**Reports** means a report provided by a Provider to a Client as requested in an Order;

**Representatives** means any director, officer, employee, agent, contractor, subcontractor, adviser or Related Entity of a party;

**Services** means services provided by Providers to Clients, in respect of Third Parties, in response to Orders;

**Terms** means these terms of use, together with the documents referred to in them;

**Third Party** means a customer, potential customer, employee or potential employee of the Client or a business related in some way to the Client whose details have been provided by the Client to us in connection with the use of medEbridge and/or the medEbridge Manual Process, in respect of whom we provide services to the Client and/or in respect of whom the Provider provides Services (for example, a person who has applied to a Client for insurance or made a claim to a Client under an insurance policy or a person in respect of whom a Client wishes to procure surveillance services);

**UHG, we, our, us** have the meaning given to those terms in the Introduction to these Terms; and

**Users** means Clients and Providers.