

Health Home Operations Pty Ltd - Terms and Conditions

Welcome to Health Home Operations. We aim to spread awareness on the importance of heart rate and heart rate variability through the education materials and community support we provide. We believe that with the right education, this will help achieve a decline in the risk of heart diseases and cardiovascular related diseases.

Neither we nor our personnel are medical practitioners, and do not give medical advice, treatment or diagnoses. Our Content, Educational Programs, and any other information provided through the Platform is intended to assist you to achieve your personal health goals. You acknowledge and agree that nothing in the Platform or in the Services we provide may be taken to be medical advice, treatment or a diagnosis by us or our representatives nor are they intended to be a substitute for consulting a medical practitioner for your particular circumstances and needs. We encourage you to seek appropriate medical advice before using the Platform.

1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- We may amend these Terms, the features of the Platform or your Membership at any time, by providing written notice to you;
- Your Membership is subject to a minimum term, as set out in your Account. Without limiting your rights under the Australian Consumer Law, you may only cancel your Membership at the expiry of the minimum term;
- Unless your Membership is suspended or terminated in accordance with these Terms, your Membership will roll over on an ongoing basis;
- We will handle your personal information in accordance with our privacy policy, available at [\[insert URL\]](#);
- To the maximum extent permitted by law, the Fees are non-refundable;
- Our liability under these Terms is limited to us repaying you the amount of the Fees paid by you to us during the term of your Membership where you are a User or to resupply you the use of the Platform where you are a Content Creator, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, or any loss or corruption of data;
- We may terminate your Membership at any time by giving 30 days' written notice to you; and
- We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform or for featuring certain products or services on the Platform.

Nothing in these terms limit your rights under the Australian Consumer Law.

2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Health Home Operations Pty Ltd ACN 662 263 087 (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 2.2 We provide a cloud-based, software as a service platform where you can read online articles in relation to the heart and connect with other users to achieve your personal health goals (**Platform**).
- 2.3 In these Terms, **you** means the person or entity registered with us as an Account holder (**User**) or as a person providing content to the Platform and registered with us as an Account holder (**Content Creator**). If you are using the Platform on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

3 Acceptance and Platform Licence

- 3.1 You accept these Terms by checking the box, clicking "I accept", registering on the Platform, using the Platform, or providing content to us in accordance with clause 5.
- 3.2 You must be at least 18 years old to use the Platform.
- 3.3 We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Membership in accordance with the "Cancellation of Memberships" clause.
- 3.4 If you access or download the 'Spaces by Wix' mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
- 3.5 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to download and use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
- 3.6 When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
- (c) tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
- (d) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
- (e) facilitating or assisting a third party to do any of the above acts.

4 Platform Services

- 4.1 Where you are a User, in consideration for your payment of the Fees, we agree to provide you with access to the Platform, the support services as detailed in this section, and any other services we agree to provide as set out in your Account.
- 4.2 We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
- 4.3 Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via email to the email address stated below. We will endeavour to respond to any support requests in a reasonable period.
- 4.4 You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, our platform hosting provider, Wix, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
- 4.5 You acknowledge and agree that data loss is an unavoidable risk when using any software. To the extent you input any data into the Platform, you agree to maintain a backup copy of any data you input into the Platform.
- 4.6 To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.

Educational Programs

- 4.7 We may, from time to time, launch online educational programs (**Educational Programs**) that can be purchased for an additional fee as specified on the Platform (**Educational Programs Fee**).
- 4.8 You acknowledge and agree that:
 - (a) the information in the Educational Programs is intended for general information only and is in no way intended to be medical advice, treatment or diagnosis, nor are they intended to be a substitute for consulting a medical professional. The information provided is intended to assist you with managing or maintaining your general wellbeing and does not guarantee that you will achieve any particular results;
 - (b) the Educational Programs may not consider all of your personal attributes, specific needs, medical conditions or circumstances, and in some cases may not be accurate or suitable for you. We encourage you seek appropriate medical advice or check with a health practitioner or other medical professional where required.
- 4.9 While we use reasonable attempts to ensure the accuracy and completeness of the Educational Programs on our Platform, to the extent permitted by law, we make no representation or warranty regarding such Educational Programs. We may update the Educational Programs at any time but cannot guarantee that the Educational Programs is accurate and up to date at all times.
- 4.10 You must pay the Educational Programs Fee upfront using one of the methods set out on the Site.
- 4.11 You must not pay, or attempt to pay, the Educational Programs Fee by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 4.12 The payment methods we offer are set out on the Platform. We may offer payment through a third-party provider for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 4.13 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.

5 Content Creator Services

- 5.1 Where you are a Content Creator, in consideration for the content you provide to the Platform (**Content Creator Services**), we agree to provide you a complimentary Membership to access the Platform's features. You agree that you are not entitled to further remuneration for the Content.
- 5.2 For the purpose of this clause 5, **Content** means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property) owned, licensed or developed by you which is provided to us as part of the Content Creator Services.

Warranties

5.3 You represent, warrant and agree that:

- (a) the Content is your original work and does not infringe the rights of any third party (including Intellectual Property Rights, rights of privacy or rights of publicity);
- (b) there are no legal restrictions preventing you from performing your obligations under these Terms;
- (c) you will not commit any act or omission, directly or indirectly, which may bring us into breach of any law, the subject of any Liability, or into disrepute;
- (d) we have the full right to check, edit, format, and remove the Content in our discretion;
- (e) we have the right to use, store, edit, alter, distort, copy, publish and otherwise dealing with the Content in any medium, in whole or in part, including in print or digitally and on the internet;
- (f) you will provide the Content with due care, skill and diligence;
- (g) you are our independent contractors, and are not our employees; and
- (h) you are not entitled to the benefit of any policies of insurance that we may hold.

Content

5.4 You agree to ensure that, when creating the Content, you:

- (a) comply with these Terms and all applicable laws and guidelines (including the Australian Association of National Advertisers' Code of Ethics, currently available at https://f.hubspotusercontent00.net/hubfs/5093205/AANA_Code_of_Ethics_Effective_February_2021.pdf?utm_campaign=Self-Reg-Codes&utm_source=AANA&utm_medium=web&utm_term=self-reg&utm_content=code-of-ethics and as may be updated from time to time);
- (b) must not provide any Content that promotes intolerance, racism, illegal behaviour or contains defamatory content. You agree that we have the right to amend, remove or delete any Content provided to us and without notice to you.
- (c) comply with any of our reasonable policies and procedures as notified by us to you;
- (d) reasonably comply with any request by us to amend or edit the Content if an edit is required;
- (e) do not provide any information, material or advice which may be construed as health, risk management or legal advice;
- (f) do not reference other brands in the Content, as such reference or features, even incidentally may dilute the Content's impact and value;
- (g) will ensure that the Content is not likely to bring us into disrepute and will not cause us to be in breach of any law or any applicable advertising standards.

Intellectual Property

5.5 For the purpose of clauses 5.6 to 5.11:

- (a) **Intellectual Property Rights** means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property; and
- (b) **Intellectual Property Breach** means any breach by you of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in these Terms (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

5.6 As between the Parties, each Party retains all Intellectual Property Rights in its Intellectual Property developed prior to or independently of these Terms. Nothing in these Terms constitutes an assignment or transfer of such rights.

5.7 As between the Parties, ownership of all Intellectual Property Rights in the Content will at all times vest, or remain vested, in us upon creation. You hereby irrevocably and unconditionally assign to us all current and future rights (including all Intellectual Property Rights), title and interest in and to the Content. To the extent that ownership of such Intellectual Property Rights does not automatically vest in us, you agree to execute all documents and do all acts necessary or desirable to assure our title to such rights. For the avoidance of doubt, you agree that we own all rights in the content (including copyright) and have the rights to reproduce, use and/or transfer rights in the Content to third parties.

5.8 You agree that you will not be paid or receive any benefits or royalties for the provision of the Content under these Terms;

5.9 For the avoidance of doubt, the Content that you provide to us is exclusive to us and should not be made available to any third party.

5.10 If you have any Moral Rights in any material provided, used or prepared in connection with these Terms or the performance of the Content Creator Services, you agree to consent to our use or infringement of these Moral Rights. Where you request to be credited as the author of the relevant Content, we will credit you as the author.

- 5.11 In the use of any Intellectual Property Rights in connection with these Terms, you must not commit any Intellectual Property Breach or breach any rights of third parties. Where you reasonably suspect that such a breach may have occurred, you must notify us immediately.
- 5.12 Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:
- (a) any breach by you of clauses 5.3 (Warranties) and 5.6 to 5.11 (Intellectual Property);
 - (b) you infringing the rights of any third party (including Intellectual Property Rights); or
 - (c) any advice or information you include in the Content.

6 Accounts

- 6.1 You must register on the Platform and create an account (**Account**) to access the Platform's features.
- 6.2 You must provide basic information when registering for an Account including your contact name and email address, and you must choose a username and password.
- 6.3 You may also register for an Account using your Facebook, Google or other social media network account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to your current profile photo and other basic information.
- 6.4 All personal information you provide to us will be treated in accordance with our Privacy Policy.
- 6.5 You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.
- 6.6 You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account, including purchases made using your Account details. You agree to immediately notify us of any unauthorised use of your Account.
- 6.7 When you create an Account, you must also select a membership (**Membership**). You may choose between different tiers of Membership with different services and different membership periods as set out on our Platform.

7 Memberships

- 7.1 Once you have created an Account and chosen a Membership, you agree to pay the membership fee set out on the Platform (**Fees**) by the date specified on the Platform (**Payment Date**) to access and use certain features on the Platform and benefit from your Membership.
- 7.2 Unless your Membership is suspended or terminated in accordance with these Terms, your Membership will roll over on an ongoing monthly basis, and you will be charged the same Fees on an ongoing monthly basis from the Payment Date. Without limiting your rights under the Australian Consumer Law, you can cancel your Membership at any time in accordance with the "Cancellation of Memberships" clause of these Terms but the cancellation will only have effect from expiry of the monthly period for which you have paid the Fees.
- 7.3 The payment methods we offer for the Fees are set out on the Platform. We may offer payment through a third-party provider for example, Stripe. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- 7.4 You must not pay, or attempt to pay, the Fees by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- 7.5 You agree that we may set-off or deduct from any monies payable to you under these Terms, any amounts which are payable by you to us (whether under these Terms or otherwise).
- 7.6 We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- 7.7 **Changes to your Membership:** You are not able to suspend your Membership due to limitations with our third party platform hosting provider. However, if you wish to suspend or change your Membership (for example, by upgrading to a different Membership tier), you may terminate your Membership in accordance with the "Cancellation of Memberships" clause and resign up for the applicable Membership.
- 7.8 To the extent permitted by law, the Fees are non-refundable and non-cancellable once paid.
- 7.9 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Membership, we will provide you with 30 days' notice of the change. After 30 days, we will apply the changes to your Membership. If the changes substantially and adversely affect your enjoyment of the Membership, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.
- 7.10 We may need to change the Fees from time to time. If we change the Fees, we will provide you with 30 days' notice of the change. After 30 days, we will apply the updated Fee to your Membership. If the updated Fee is not acceptable to you, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

8 Our Intellectual Property

- 8.1 You acknowledge and agree that any Intellectual Property or content (including our Educational Programs, copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- 8.2 We authorise you to use Our Intellectual Property solely for your personal use. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose.
- 8.3 You must not, without our prior written consent:
- (a) copy, in whole or in part, any of Our Intellectual Property;
 - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (c) breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.
- 8.4 This clause will survive the termination or expiry of your Membership.

9 Your Data

- 9.1 You own all data or information you upload into the Platform (**Your Data**), as well as any data or information output from the Platform using Your Data as input (**Output Data**). Note that Output Data does not include the Analytics (as described below). This clause does not apply to any Content which is created under clause 5 (Content Creator Services).
- 9.2 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to:
- (a) communicate with you (including to send you information we believe may be of interest to you);
 - (b) supply the Platform to you and otherwise perform our obligations under these Terms;
 - (c) diagnose problems with the Platform;
 - (d) enhance and otherwise modify the Platform;
 - (e) perform Analytics;
 - (f) develop other services, provided we de-identify Your Data; and
 - (g) as reasonably required to perform our obligations under these Terms.
- 9.3 You agree that you are solely responsible for all of Your Data that you make available on or through the Platform. You represent and warrant that:
- (a) you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms);
 - (b) you will not upload any Sensitive Information (as that term is defined in the *Privacy Act 1988* (Cth)) and adhere to any guidelines we may provide you from time to time when posting and uploading Your Data onto the Platform; and
 - (c) neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 9.4 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.
- 9.5 We do not endorse or approve, and are not responsible for, any of Your Data.
- 9.6 You acknowledge and agree that the Platform and the integrity and accuracy of the Output Data is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Platform.
- 9.7 This clause will survive the termination or expiry of your Membership.

10 Warranties

- 10.1 You represent, warrant and agree that:
- (a) you will not use our Platform, including Our Intellectual Property, in any way that competes with our business;
 - (b) there are no legal restrictions preventing you from entering into these Terms;

- (c) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
- (d) you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.

11 Australian Consumer Law

- 11.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 11.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 11.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 11.4 This clause will survive the termination or expiry of your Membership.

12 Liability

- 12.1 Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) you agree to indemnify us for any Liability we incur due to your breach of clause 3(Acceptance and Platform Licence) and clause 8 (Intellectual Property);
 - (b) neither Party will be liable for Consequential Loss;
 - (c) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
 - (d) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us repaying you the amount of the Fees paid by you to us during the term of your Membership where you are a User or us resupplying you the use of the Platform where you are a Content Creator.
- 12.2 This clause will survive the termination or expiry of your Membership.

13 Termination

- 13.1 **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us via the 'cancel my membership' feature in your Account. If you cancel your Membership as:
 - (a) a User: Your cancellation will take effect from the next Payment Date. If you cancel your Membership because we have changed the Membership inclusions and the change has a substantial and adverse impact on you, or we have changed the Fees, then the termination of the Membership will be immediate, and we will refund you for any Fees that you have paid upfront but have not been used on a pro-rata basis.
 - (b) a Content Creator: Your cancellation will take effect from the start of the next month.
- 13.2 Should you cancel your Membership with us as a User or as a Content Creator, you will continue to have an Account with us, should you seek to reactivate your Membership in the future.
- 13.3 We may terminate your Membership at any time by giving 30 days' written notice to you (**Termination for Convenience**).
- 13.4 A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
 - (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 13.5 Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
- 13.6 Upon expiry or termination of your Membership:
 - (a) we will remove your access to the Platform;
 - (b) you agree that other than where termination is due to our Termination for Convenience or our breach of these Terms, and to the maximum extent permitted by law, any payments made by you to us (including any Fees) are not refundable to you;
 - (c) where we terminate your Membership for any reason other than a Termination for Convenience, you also agree to pay us our reasonable additional costs directly arising from such termination.

- 13.7 Where termination is due to our Termination for Convenience or our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis where you are a User or to resupply you the use of the Platform where you are a Content Creator.
- 13.8 Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.
- 13.9 This clause will survive the termination or expiry of your Membership.

14 Notice Regarding Apple

- 14.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
- 14.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 14.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 14.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 14.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 14.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 14.7 Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 14.8 You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

15 General

- 15.1 **Assignment:** Subject to the clause below, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 15.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 15.3 **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 15.4 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 15.5 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 15.6 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 15.7 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 15.8 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 15.9 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 15.10 **Publicity:** You agree that we may advertise or publicise the fact that you are a user or Content Creator of our Platform, including on our website or in our promotional material.
- 15.11 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that

provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

- 15.12 **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.

16 Definitions

- 16.1 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 16.2 **Intellectual Property** means copyright, registered or unregistered designs, patents or trademarks, any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 16.3 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.
- 16.4 **Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth).

For any questions or notices, please contact us at:

Health Home Operations Pty Ltd ACN 662 263 087

Email: [\[insert\]](#)

Last update: 29 September 2022

© [LegalVision](#) ILP Pty Ltd