

Terms and Conditions

These Terms and Conditions apply to your use of our Higeia Website and the Higeia Platform. In using the Website and Platform and dealing with us for the purchase of Services and goods (where applicable), you agree to be bound by these Terms and Conditions, which constitute a legally binding contract. If you do not accept these Terms and Conditions, you must refrain from using the Website, the Platform, and our Services.

For defined terms (being those capitalised in these Terms and Conditions) see clause 18.

1. Registration, Access and Other Obligations

1.1 In order to use the Platform, and to be able to obtain Services, you will need to register as a user and follow the instructions for signing up on the Platform. You warrant that you are over 18 years of age, reside in Australia, and are capable of forming a legally binding agreement with us.

1.2 Upon registration, you will need to create a password. You are solely responsible for any activity occurring on your account. You must maintain the security of your account details, including passwords. If you suspect unauthorised use of your account or that your password is no longer secure, you must notify us immediately and follow any steps we recommend.

1.3 You may not use another member or user's account without their permission and must not permit anyone else to use your account.

1.4 Upon registration, and in the course of providing the Services, we may collect personal information from you such as your name, gender, mailing and shipping address, email address, mobile phone number, and medical and health information. You agree to provide accurate and complete information and to keep this information (as well as any credit card or other payment information) updated when interacting with us, and also with any Practitioner. We will treat this information in accordance with our [Privacy Policy](#). You must not use any false identity or provide false details to us.

1.5 You agree that we may make available certain personal information that you provide on registration or thereafter to Practitioners in order for them to perform Consultations and, where they deem appropriate, to recommend treatments and issue Prescriptions. Those Practitioners may use such information as is reasonably necessary including to issue Prescriptions and facilitate their fulfilment by the Pharmacy.

1.6 We may stop (temporarily or permanently) providing access to the Website and/or Platform to you or visitors/users generally, at our discretion and without prior notice.

2. How the Platform Works, and Our Role

2.1 The Platform enables eligible customers to have access to audiovisual telehealth services with Practitioners, who, acting in their professional discretion, may prescribe treatments including Medication. Eligibility is determined following the completion of our screening questionnaire.

2.2 You agree to provide honest and accurate answers to all questions in our screening questionnaire and acknowledge that referral to a Practitioner is at our reasonable discretion.

2.3 You agree and acknowledge that we do not offer or provide any medical or health-related services ourselves. Our role is to operate the Platform, provide the Content that appears on it (including the preliminary questionnaire), and act as a facilitator of confidential Consultations with Practitioners.

2.4 You agree and acknowledge that the Website and Platform, including all Content, do not constitute the provision of medical or nutrition advice and are not intended to be a substitute for obtaining your own independent medical or nutrition advice, including, where appropriate, from your own general practitioner. We do not provide medical or health advice, nor make any representation or warranty that obtaining Consultations and any recommendations arising therefrom are appropriate for your particular medical circumstances.

2.5 Practitioners shall be solely responsible for determining appropriate treatments (if any) and the issuing of Prescriptions (if any). You agree and acknowledge that Practitioners are independent and not our employees or agents and are required to exercise their own independent judgment and professional expertise in determining the suitability of any course of treatment, including whether or not to prescribe or recommend any treatment or Medication.

2.6 Regardless of whether your questionnaire responses indicate that a Consultation would be appropriate, the Practitioner will have the sole discretion as to whether a Consultation is appropriate for you, the form of such Consultation, and the outcome of any such Consultation. This may include the Practitioner referring you to a specialist, or another general practitioner (in which case, the cost associated with obtaining advice from that other person is not covered by your Subscription and will be your responsibility).

2.7 We do not directly supply Medications. If and when they are prescribed, they will be supplied by a Pharmacy; however, we undertake to procure (subject to the limitations set out in these Terms and Conditions) that supply by the Pharmacy to you, if prescribed by the Practitioner.

2.8 You agree that Consultations will be conducted between you and one or more Practitioners and that we have no oversight of or other involvement in such Consultations except to the extent that the Platform enables the making and scheduling of appointments for Consultations and, if deemed appropriate by the applicable Practitioner, facilitates the sending of Prescriptions to Pharmacies, and their delivery of prescribed medication to you (if any). You must provide to Practitioners all relevant and reasonably required information that they seek in order for them to advise, treat, and prescribe (if applicable) for you. When undertaking a Consultation, you enter into a practitioner-patient relationship with the Practitioner, to which we are not a party.

2.9 The content of Consultations will be kept confidential by the Practitioner and is not provided to us, other than to the extent that the Practitioner records notes on the Platform. Our records will also reflect whether any Medication (and the type of Medication) has been supplied to you by the Pharmacy.

2.10 You acknowledge that Consultations are not intended to be a substitute for ongoing medical care that may be provided by your general practitioner or other specialists. You should advise your regular general practitioner of the outcomes of any Consultations and any Medication that you may be prescribed as a result.

2.11 You agree that you will contact your regular general practitioner if the Practitioner recommends you to do so, or, in any event, if (whether before or after a Consultation) there is an unexpected change or worsening in your condition. You warrant that you are not experiencing any sudden, dangerous, unusual, or serious symptoms and that if at any time you do, you will seek urgent medical assistance from your regular general practitioner (or attend a hospital).

3. Subscriptions to the Platform

3.1 Our Platform is a monthly subscription-based service. You agree to pay the Subscription Fee as noted on our Website or the Platform from time to time. The Subscription Fee will be deducted on your sign-up to the Platform and then automatically in advance on a monthly basis on the monthly anniversary of your sign-up, using your nominated payment method. You may cancel your subscription at any time, subject to clause 6. We will also return your Subscription

Fee, minus the amount of the fee for the initial Consultation with the Practitioner (\$80), if you are deemed ineligible for treatment in accordance with clause 4.

3.2 Your Subscription Fee covers:

- (a) Provision of an eligibility questionnaire and our assessment of your responses thereto;
- (b) Access to the Content;
- (c) The cost of Consultations (if deemed eligible) to be conducted every three months during the term of your Subscription;
- (d) A monthly supply of Medication (if prescribed) during the term of your Subscription.

We will pass on amounts taken from your Subscription Fee to Practitioners and Pharmacies to cover the costs of Consultations and supply of Medication.

3.3 All prices listed on the Website are listed in, and payments must be made in, Australian Dollars (AUD). Prices are current at the time of display but are subject to change.

3.4 Payment must be effected in the manner described on the Website or Platform and must be received in full prior to the provision of Services. If paying with a credit card, there may be additional charges imposed by your credit card provider. You must not pay, or attempt to pay through any fraudulent or unlawful means. If the name on the credit or other payment card does not match the name on the order, we may refuse to accept it or ask you to provide additional information or proof of identity. By providing your credit card or other means of payment, you authorise us to deduct the price and the applicable delivery charges from such cards or means.

3.5 We may decline or be unable to accept payment from you by your nominated method for reasons including where our fraud detection systems detect possible irregularities, where your credit card has expired, or your financial institution has declined payment.

4. Eligibility for Consultation

4.1 We provide an eligibility questionnaire on the Website, your responses to which will determine whether you are deemed eligible for a Consultation (and depending on the outcome of that Consultation, a Prescription). We retain the discretion to deem any person ineligible for a Consultation.

4.2 If you are deemed ineligible or unsuitable for a Consultation (and hence Prescriptions will not be able to be made), we will provide you with a refund of the amount of your Subscription Fee paid on sign-up and will not charge you further (see clause 7.5).

4.3 If, following an initial Consultation, you are deemed ineligible for a Prescription, we will provide a refund on the Subscription Fee, less the amount of the initial Consultation (\$80) which will be retained and remitted to the Practitioner.

5. Consultations, Prescriptions and Medication

5.1 The Platform enables you to make an appointment for Consultations where, following your completion of a screening questionnaire, you are considered eligible. The Practitioner will be responsible for confirming appointments and appointment times. The cost of the Consultation is included in your Subscription Fee and we will be responsible for payment of the Practitioner's fee applicable to your Consultation.

5.2 You agree that Consultations do not attract Medicare benefits.

5.3 We do not guarantee that you will be able to have a Consultation with any particular practitioner.

5.4 Practitioners and Pharmacies are under professional and ethical obligations associated with the services that they provide as described in these Terms and Conditions. They may make notes and keep records about Consultations and their supply of Medications. They will keep records of each Consultation and communication with you and it is their responsibility to maintain such records as required by law. They may upload medical information to your My Health Record.

5.5 It is entirely at the discretion of the Practitioner whether to issue a Prescription. We do not guarantee that the Practitioner will issue a Prescription following an initial Consultation, or that the Practitioner will issue further Prescriptions following subsequent Consultations. Except as set out herein, we will not be liable for any Prescription issued or for any Medication supplied, or a failure to supply a Prescription or Medication, on time, or at all.

5.6 Where a Prescription is issued as the result of a Consultation, it will (unless the Practitioner decides otherwise) be a Prescription facilitating up to 12 months' supply of Medication (at the Practitioner's discretion), which will be supplied by and delivered by the Pharmacy to your delivery address, in three deliveries, each one month apart.

5.7 If Medication arrives damaged or incorrectly dispensed you must contact us for a remedy.

5.8 If Medication is prescribed, you must read all information provided with or in connection with taking the Medication (including by any Pharmacy) and follow any advice provided by the

Practitioner in relation to taking it. If you suffer any side-effects from the Medication, you agree to contact us/the Practitioner (or, if urgent, your general practitioner or a hospital) to facilitate a follow-up consultation.

5.9 Individual weight loss results may vary from person to person.

5.10 As with any medication, you may experience side effects. If you suffer any side-effects from the Medication, you agree to contact us/ the Practitioner (or, if urgent, your general practitioner or a hospital) to facilitate a follow-up consultation. An exhaustive list of potential side effects and safety information of the Medication can be found in the Medication's pamphlet.

6. Rescheduling Consultations

6.1 If you need to reschedule an appointment for a Consultation, it is at the discretion of the Practitioner as to if and when to reschedule. You agree that in some circumstances a Practitioner may need to reschedule a booked appointment and that you will not be entitled to any compensation provided that the Practitioner reschedules your appointment to a time that is a reasonable time after (or if applicable, before) the originally scheduled appointment.

7. Cancellation and Refunds

7.1 Subscription Fees will be deducted on sign up and automatically be deducted from your nominated payment method on the monthly anniversary of your Subscription commencing. You may cancel your Subscription (and hence, any order for Medication) at any time provided that you do so not less than 5 business days prior to the date which is the monthly anniversary of your Subscription commencing. If you cancel within a shorter period, you will still be charged for the following month.

7.2 As noted above, you may reschedule Consultations in certain circumstances. If instead of rescheduling, you cancel a Consultation, you will not be entitled to any refund of Subscription Fees applicable to the month in which cancellation occurs.

7.3 We will issue a refund in the event of an error that causes you to be incorrectly charged. We will also issue a refund in the circumstances described in clause 4.2 (where you are deemed ineligible for treatment).

7.4 Due to health regulations, we (and the Pharmacy) cannot accept returns of Medication (where provided), unless the Medication is faulty or defective.

7.5 Refunds will be issued using the payment method you originally provide and may take up to 14 days for processing.

7.6 Except if and to the extent required at law or as expressly set out in these terms and conditions, we will not be liable to you or any other person for any loss, damage, cost or expense incurred as a result of the cancellation of your Subscription.

8. Your Use of the Website and Platform

8.1 You are provided with access to and are authorised to download material contained on this Website and Platform (including Content) only for your personal, non-commercial use. Without limiting the foregoing, you may not, without our written permission, on-sell any Content or other information obtained from this Website and Platform, use any data mining robots or other extraction tools or metatag or mirror the Website or Platform without our prior written permission. You must not use the Website or Platform for any commercial purposes.

8.2 You must take your own precautions to ensure that the process which you employ for accessing the Website and Platform does not expose your computer or other device to the risk of viruses, malicious computer code or other forms of interference which may damage your equipment. We do not accept responsibility for any interference or damage to your equipment which arises in connection with your use of this Website and Platform or any linked website.

8.3 You must not use this Website, in breach of any laws or regulations or to transmit unsolicited emails/spam or to defame, abuse, harass, threaten or otherwise harm any person.

8.4 From time to time we may include functionality for users to upload User Content to or make comments or other postings on the Website and/or Platform. If you avail yourself of these facilities, and otherwise in using the Website and Platform you must not:

- (a) upload, post, transmit or otherwise make available any content that:
 - (i) is illegal or promotes, encourages or provides information about unlawful conduct or activities;
 - (ii) is defamatory;
 - (iii) infringes any third party's intellectual property rights or breaches confidentiality;
 - (iv) includes a photograph or other likeness, or personal information of another person without their consent;
 - (v) contains pornography, nudity, sexual acts or references;
 - (vi) incites hatred or discrimination against any person or group of persons;
 - (vii) contains any unsolicited or unauthorised advertising or promotional material;
 - (viii) misrepresents your relationship with any person or is otherwise misleading, false or deceptive (whether by representations or omissions); or

- (ix) contains viruses, worms or other types of malicious or harmful programs, nor take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- (b) damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to us or do anything that compromises the security of the Website or Platform.

8.5 We reserve the right to remove any User Content that you may post at any time without notice to you.

8.6 The Website and Platform may contain links to other websites, including but not limited to those of manufacturers of products ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.

8.7 Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated or implied to the contrary.

8.8 Responsibility for the content of advertisements appearing on this Website or Platform rests solely with the advertisers. The placement of an advertisement does not constitute a recommendation or endorsement by us of the advertiser's products and each advertiser is solely responsible for any representations made in connection with its advertisements.

9. Warranties and Disclaimers

9.1 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

9.2 To the extent permissible at law this Website, the Platform, and all Content and information appearing on it are provided on an "as is" and "as available" basis, without warranties of any kind other than those prescribed under by law. You accept that the Content and information is

provided or relayed by us as general information, is not in the nature of advice and is not guaranteed to be error-free.

9.3 To the extent permissible at law, we exclude liability for any loss, damage or injury however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Website or Platform, or any other linked website, nor do we accept responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Website or Platform, or through any Consultation or your taking of any prescribed Medication.

9.4 To the extent permissible at law we exclude all liability in respect of:

- (a) mistakes or inaccuracies on the Website or Platform;
- (b) any unauthorised access to or use of secure servers and/or personal information and/or financial information stored on those servers;
- (c) bugs, viruses, Trojan horses or other harmful code which may be transmitted to or through the Website or Platform by a third party;
- (d) any interruption or cessation of transmission from the Website or Platform.

9.5 To the extent permissible at law, any representation, condition or warranty which would otherwise be implied into these Terms and Conditions or otherwise in connection with the Services, or the sale of goods by third parties (including the Pharmacy) is hereby excluded. Without limiting the foregoing, to the extent permissible at law we disclaim all warranties regarding title, merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability and the remedies available to you will be limited to the extent permissible at law, and unless not permitted by law, shall be limited to the supply of the relevant good or service again or the payment of the cost of having that service or good resupplied.

9.6 To the extent permissible at law, in no circumstance will we be liable to you for any indirect, incidental, special and/or consequential losses or damage (including loss of profits, revenue, production, goodwill, data or opportunity, or any physical injury) of any nature arising through or as a result of your use of the Website, Platform or any Services purchased through it, or any goods acquired as a result of using the Services.

9.7 We do not make any representations or warranties that your access to the Website will be uninterrupted, timely, secure or error free.

9.8 You acknowledge that it is a criminal offence to knowingly obtain or attempt to obtain a prohibited drug from a medical practitioner, nurse practitioner or pharmacist by giving a false representation. We reserve the right to terminate any Subscription where we have reason to suspect that such conduct is or has occurred.

10. Intellectual Property Rights

10.1 "HIGEIA", including any logo version of that trade mark, is our trade mark or used by us exclusively under licence from its owner and may not be used by you without our prior written consent.

10.2 Copyright in this Website and the Platform is owned by us. Except as expressly authorised under such legislation, by these Terms and Conditions or with our prior written permission, you may not in any form or by any means reproduce, adapt, store, distribute, print, display, perform, communicate to the public or create derivative works from the Website or Platform.

10.3 If you provide us with any material or content (which may include text, data, files, images, photographs and audiovisual material) ("User Content") for inclusion on the Website or Platform or for inclusion in or reproduction on or in relation to any product or service, you grant us a royalty-free licence to use and reproduce that content on the Website, Platform or product as the case may be. We shall not be obliged to use, display or retain any User Content so supplied. You warrant that all such User Content will not infringe any third party's intellectual property or other rights.

10.4 We do not claim copyright or ownership of other intellectual property rights in respect of third-party content (including trade marks and logos of third parties) appearing on the Website or Platform, which remain the proprietary rights of the respective third parties concerned.

11. Indemnity

11.1 You agree to fully indemnify and hold us (including our directors, officers, employees, agents and contractors) harmless against any expenses, costs, loss or damage (including consequential loss) that may be suffered or incurred as a result of or in connection with any breach by you of or failure to comply with these Terms and Conditions.

12. Privacy Policy

12.1 We may collect some personal information from you. We have referred to this in clause 1. We will do this and use this information only in accordance with our privacy policy.

12.2 Personal information which we collect may be aggregated for analysis but in such circumstances, we would ensure that individuals would remain anonymous.

12.3 All personal information which we collect (including your contact details and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission.

13. Breach of Terms and Conditions / Termination of Access

13.1 In addition to any other right of termination in these Terms and Conditions, either party may terminate this agreement upon the occurrence of any of the following events:

- (a) Failure by the other party to perform any obligation hereunder where such failure is not rectified within 30 days of notice from the terminating party requesting rectification (if capable of rectification) or immediately in any other circumstance;
- (b) Any insolvency event occurs in respect of the other party.

13.2 Termination does not affect existing rights of the parties.

13.3 Without limiting any other remedy available to us at law, if we reasonably consider that you have breached any of these Terms and Conditions, we may take such action as we deem appropriate to deal with the apprehended breach, including, but not limited to suspending your access to the Website or Platform, preventing computers using your IP Address from accessing the Website or Platform, and contacting your internet service provider to request that your access to the Website or Platform be blocked.

13.4 Without limiting the foregoing, you acknowledge that we may terminate the operation of, and hence your access to, this Website and Platform (whether temporarily or permanently) at any time by us without notice. We will not be liable to you for doing so.

13.5 Those of the Terms and Conditions that are capable of surviving termination will survive any such termination.

14. Severance and Assignment

14.1 If any part of these Terms and Conditions are found to be void, unlawful or unenforceable then that part will be deemed severed from the remainder of these Terms and Conditions and will not affect the validity of the remaining provisions.

14.2 In the event that we merge, sell or otherwise change control of our business or company or this Website or Platform, we reserve the right and you hereby consent to us transferring your

account, and assigning or sublicensing the rights to use of any personal information and/or User Content that you have provided to us. You agree that we shall have the right to assign, transfer or novate the rights that we have under this Agreement.

15. Governing Law

15.1 These Terms and Conditions are governed by the laws in force in Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of that State.

16. Force majeure

16.1 We shall not be liable for any delay in performance of our obligations under this agreement if the delay is caused by circumstances beyond our reasonable control.

17. Amendments to Terms and Conditions

17.1 No terms and conditions sought to be imposed by you shall bind us unless we agree to same in writing.

17.2 We reserve the right to vary or amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this Website or the Platform. Your continued use of the Website, the Platform and the Services following such notification will represent an agreement by you to be bound by the Terms and Conditions as amended.

18. Definitions

In these Terms and Conditions:

- 18.1 “Consultation” means a one-on-one consultation with a Practitioner, usually conducted through on-line means;
- 18.2 “Content” means articles, information, audiovisual materials and other content and materials appearing at the Website and/ or the Platform;
- 18.3 “Medication” means medication that may be prescribed by a Practitioner following a Consultation (and where the context permits includes any applicable medical device);
- 18.4 “Pharmacy” means the pharmacy or pharmacies who we may engage from time to time in order fill and deliver Prescriptions;
- 18.5 “Platform” means the platform we operate through the Website and its associated services (other than medical/ clinical services provided by Practitioners);
- 18.6 “Practitioner” means a registered medical practitioner (and where applicable, their staff, such as nurse practitioners) to whom you may be introduced and/or with whom you may be interact as a result of your use of the Platform and our provision of the Services;
- 18.7 “Prescription” means a prescription for a Medication that may be issued by Practitioners hereunder;

- 18.8 “Services” means services that you obtain from us through use of the Platform and or Website, including, without the limitation our facilitating of Consultations;
- 18.9 “Subscription” means a subscription to the Platform, which includes access to the Content and the Services;
- 18.10 “We”, “us” and “our” are references to Opti-Pharm Pty Ltd ACN 110 511 629 trading as HIGEIA;
- 18.11 “Website” means the website at www.higeia.com.au;
- 18.12 “You” and “your” are references to you as a purchaser of our Services and/or user of the Website and/or Platform.

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