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WEBSITE TERMS OF USE  
OF  
PROMPT CONSULT PTY LTD

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## WEBSITE TERMS OF USE

### 1. ABOUT THIS WEBSITE

This website is owned and operated by Prompt Consult Pty Ltd ACN 658 409 913 (“**Prompt Consult**”) under the domain name [www.promptconsult.com.au](http://www.promptconsult.com.au)

**By continuing to use this website (such as clicking past the home page), you agree to accept and be legally bound by these Terms of Use.**

We may amend these Terms of Use from time to time without notice and such revision will take effect when it is posted on this website. Your continued use of this website will be regarded as your acceptance of these Terms of Use as amended.

### 2. DEFINITIONS

Under these Terms of Use:

- “We”, “us” or “our” means Prompt Consult;
- “You” or “your” means the person accessing this website;
- “Content” means all materials and information on this website including without limitation any logo, design, text, graphic and their arrangement, as well as any underlying source code and software.

### 3. USER CONDUCT

As the user, you are solely responsible for all of your activity in connection with accessing the website. You are also responsible for anyone who you permit to access your computer.

We may immediately terminate your access to the website if we detect evidence of fraudulent, abusive, or otherwise illegal activity. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any other website user.

You agree that you are prohibited from, and will not permit a third party from engaging in:

- Using the website in any manner that is inconsistent with the purpose for which it is provided, or which is in breach of any laws;
- Disrupting or interfering with the website, or any services, system resources, accounts, servers or networks connected to or accessible through this website or linked websites;
- Disrupting or interfering with any other user's enjoyment of this website or linked websites;
- Using any robot, spider, other automatic device or manual process to monitor, copying or extracting any web pages on the website, or any of the Content, without our prior written permission;



- Taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the website;
- Reverse engineering, reverse assembling or otherwise attempting to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the website;
- Using the website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity;
- Engaging in any kind of illegal, criminal or tortious activity through the use of the website, including infringement of any third party intellectual property rights (including without limitation copyright, trade marks, patent, trade secrets and confidential information), fraud, child pornography, trafficking in obscene material, violation of applicable export restrictions, drug dealing, gambling, spamming, hacking, sending of viruses or other harmful files, or illegal posting of computer passwords or computer code;
- Using this website to harass, stalk, defame, abuse, threaten or otherwise offend others;
- Attempting to obtain unauthorised access to this website or parts of this website that are not opened to public access;
- Posting or transmitting to or via this website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory, indecent or offensive material or publication; or
- Otherwise using the website in any other way which is not expressly permitted by these Terms of Use.

If we issue you with a password that permits you to access certain parts of this website, you are solely responsible for any use of the website through such access, whether authorised or not.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

#### **4. COPYRIGHT OVER WEBSITE CONTENT**

All Content is licensed to or owned by Prompt Consult.

Unless we indicate otherwise, you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner. You may access and use the Content and this website for your own personal use only.

Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.



You acknowledge and agree that if you contribute Content to the website, such Content will become our property and you hereby assign all rights, title and interests in and to such contributions to us.

We reserve the right to remove any Content from the website at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have breached the immediately preceding sentence), or for no reason at all.

## **5. TRADE MARKS**

The "Prompt Consult" logo is a registered trade mark Prompt Consult, and any other trademarks appearing on this website are the trademarks of the relevant owners. You must not use any trademarks that appear on this website without the written consent of the trademark owner.

## **6. THIRD PARTY WEBSITES**

We may provide links on this website to the websites of third parties. However, you acknowledge and agree that we have no control over these third-party websites, and nor do we monitor them.

We make no representations about and cannot accept any liability for these websites. A link to a third-party website does not mean that we endorse the content of that website. Your access to third party websites may be governed by their own terms of use.

## **7. PRIVACY POLICY**

Your privacy is very important to us, which is why we have issued the Privacy Policy which is also published on this website. You are required to read the Privacy Policy, and in using this website, are deemed to agree to the terms of the Privacy Policy (as amended from time to time).

## **8. INDEMNITY**

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the website, your breach of these Terms of Use, or your breach of any rights of third parties.

## **9. WARRANTIES & DISCLAIMERS**

The Content of this website is provided to you on an "as is" and "as available" basis. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement.

We do not warrant or make any representations:

- That this website, or the server that operates it, is free from any virus, malicious software, harmful components or other corrupted materials;



- That this website, or the server that operates it, is free from occasional outages or disruption to service which prevent you from accessing this website;
- That use of this website will be compatible with the hardware and software you are using to access it;
- That we will assume any cost of necessary servicing, repair, or correction;
- That the Content this website is correct, accurate, current, complete, reliable, or otherwise.

Note, however, that some jurisdictions do not allow the exclusion of implied warranties, and if this is the case, then the above exclusions may not apply to you.

Your use of this website including all Content, data or software distributed by, downloaded or accessed from or through this website is at your own risk. Before taking or refraining from any action in reliance on the Content or this website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in this website.

## **10. LIMITATION OF LIABILITY**

To the full extent permitted by law, any liabilities imposed on us, or implied into these Terms of Use, under any law are hereby excluded.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible.

Subject to any obligations implied by law and which cannot be excluded, we (including, in this limitation of liability clause, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this website (or material accessed via this website), or to access of the website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under relevant trade practices or fair trading legislation, or any other legislation which may not be excluded, restricted or modified by agreement.

## **11. TERMINATION AND SUSPENSION**

We reserve the right in our sole and absolute discretion to discontinue, suspend or terminate any service offered by or through this website at any time without notice.

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.



## **12. NOT MEDICAL OR HEALTHCARE ADVICE**

You acknowledge and agree that Prompt Consult are not a medical or healthcare provider and are not liable for any medical or healthcare services booked using the website. We do not warrant or represent that any particular medication or treatment (including medication or treatment provided by a Doctor during a Consultation) is safe, appropriate or effective.

## **13. NO EMERGENCY SERVICE**

The services offered by the Site are not suitable for patients that are suicidal or pose a risk of harm to themselves or others, or other matters requiring urgent treatment ('Emergencies'). In the event of emergency or mental health crisis we advise you to phone emergency services (Police or Ambulance) on 000, or telephone Lifeline on 13 11 14, or if available, please contact your GP Medical Practice.

## **14. SEVERABILITY**

If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable, then that provision may be severed from these Terms of Use. It will not affect the validity and enforceability of the remaining provisions.

## **15. CHANGES TO WEB CONTENT**

We reserve the right to make any changes to the Content, along with any improvements or changes in the products or services described in the Content, at any time without notice.

## **16. WAIVER**

- (a) A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- (b) The failure of Prompt Consult to exercise or enforce any right or provision in these Terms and Conditions shall not operate as a waiver of such a right or provision.
- (c) No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

## **17. GOVERNING LAW**

These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

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