

CERVIN MEDIA: TERMS OF USE AUSTRALIA

CERVIN MEDIA: PRIVACY POLICY AUSTRALIA

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1. APPLICATION OF TERMS

- 1.1 Cervin Media Limited (**we, us or our**) is the publisher of:
- (a) the Medical Specialists Directory, a directory published in Australia both in printed form and online at www.aushealthpages.com.au; and
 - (b) the SR Specialists & Referrals Directory (**SR Directory**), which can be accessed on the HealthLink platform by registered users of the HealthLink Services (as defined in and pursuant to the *HealthLink Terms of Use for Services*)
- 1.2 These terms of use (**terms**) apply to the use of the Medical Specialists Directory and SR Directory (each a **Directory** and together **Directories**) by general medical practitioners and other persons (**you or your**) and to the publication of information (including advertisements) relating to specialist medical practitioners (**your information**) in the Directories.
- 1.3 Please read these terms carefully before you use or agree to your information being published in a Directory. By using or having your information published in a Directory, you agree that you have read, understood and accepted these terms and agree to be bound by them.
- 1.4 If you access these terms on behalf of a medical practice (**practice**) or another person, you confirm that you are authorised by that practice or person to accept these terms on that practice's or person's behalf, and the practice or person is bound by these terms.
- 1.5 Our paid advertising terms and conditions will apply in addition to these terms if you advertise your or your practice's services in the Directories. If there is any inconsistency between these terms and our paid advertising terms and conditions, these terms will take precedence.
- 1.6 We may change these terms at any time by notifying you of the change by email or facsimile, or by publishing the change on our website at www.aushealthpages.com.au. Any change to these terms will take effect from the date set out in the notice. By continuing to access and use a Directory, you agree to be bound by the amended terms.

2. HEALTHLINK

- 2.1 We work with HealthLink to facilitate the electronic delivery of referrals on the HealthLink platform from general medical practitioners to specialist medical practitioners at no cost to them. To avoid doubt, we are only responsible for compiling and maintaining the SR Directory, and HealthLink is responsible for the delivery of referrals and all other matters pertaining to the HealthLink platform.
- 2.2 Accordingly, and to avoid doubt, the delivery of electronic referrals by HealthLink is not governed by these terms but by the *HealthLink Terms of Use for Services*.

3. YOUR INFORMATION

- 3.1 If you provide your information to us, you warrant and undertake that:
- (a) to the best of your knowledge, your information is accurate and not misleading;
 - (b) your information is your or your practice's original work;
 - (c) you have received all required permissions from other persons for us to publish your information;
 - (d) the publication of your information, and your listing in the Directories, will not infringe any applicable law or rules of any professional body of which you are a member; and
 - (e) the publication of your information will not infringe the intellectual property rights or other proprietary rights of any other person nor will it breach any of these terms.
- 3.2 We can decide at our sole discretion whether to include your information in the Directories. If we decide not to include your information in the Directories, we do not need to give you a reason for our decision.
- 3.3 We can delete any of your information from the Directories, immediately and without giving you notice, if we decide that your information does not comply with these terms or is unsuitable for inclusion in the Directories.

4. OBLIGATIONS AND RESTRICTIONS

- 4.1 We will act with due care and skill and in accordance with applicable laws in compiling and maintaining the Directories and performing our other obligations under these terms.
- 4.2 While we endeavour to update the Directories annually, you must ensure that your information (including any contact details for referrals) is accurate and up to date at all times.
- 4.3 If your information changes, or if you manage referrals for a practice and any information (such as practitioner contact details) relating to the practice changes, you must notify us by email at sr-support@cervinmedia.com.au or facsimile at 1800 147 029 with the updated information as soon as possible.
- 4.4 If you cease to practice, or you manage referrals for a practice and any practitioner in that practice ceases to practice, you must notify us accordingly at sr-support@cervinmedia.com.au or facsimile at 1800 147 029 as soon as possible and in any event within two business days of the cessation.
- 4.5 You must:
- (a) only use the Directories in accordance with these terms, the HealthLink Terms of Use for Services and (if applicable) the paid advertising terms and conditions;
 - (b) not use the Directories for any illegal or harmful purposes or in breach of any other person's intellectual property or other proprietary rights;
 - (c) not use the Directories in a way that could adversely affect our reputation or goodwill;
 - (d) not reproduce, copy, publish or distribute any of the information in the Directories without our prior written consent (other than strictly in accordance with these terms); and
 - (e) comply with applicable laws (including privacy laws) in your use of the Directories and otherwise in relation to these terms.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 We or our licensors own all intellectual property rights in relation to the Directories, including in any improvements, modifications or additions to the Directories.

- 5.2 You will not do anything to invalidate or adversely affect our intellectual property rights in relation to the Directories. In particular, you must not publish, adapt, reproduce, copy, commercialise or create derivative works from any part of Directories, and may not encourage or allow any other person to do so, without our prior written consent.
- 5.3 You or your practice own all intellectual property rights in relation to your information, including in any improvements, modifications or additions to your information.
- 5.4 You grant to us a worldwide, non-exclusive, royalty free, transferable, irrevocable and perpetual licence to publish, display, use, modify and sub-license your information, and to make it available or to disclose it to any person in any form, in order to compile and provide the Directories, make referrals to medical practitioners and for our related purposes.

6. LIABILITY

- 6.1 We will not be liable to you under the law of tort (including negligence), contract or otherwise for any loss of profits or savings, economic loss, damage to reputation, or for any indirect or consequential loss or damage, arising out of or in connection with these terms, including:
- (a) in connection with the performance or otherwise of any of our obligations under these terms;
 - (b) as result of any breach or negligence in relation to these terms; or
 - (c) your use of or the inclusion of your information in the Directories.
- 6.2 Notwithstanding any other provision set out in these terms, but subject to clauses 6.4 and 6.5, our total aggregate liability for any breach of these terms, any negligence in relation to these terms, and all claims generally relating to these terms is limited to \$100.
- 6.3 If the *Competition and Consumer Act 2010 (Cth)* (or analogous legislation in a relevant jurisdiction) applies to these terms and permits the limitation of liability for breach of warranty implied by statute, then our liability is limited, at our option, to the supplying of the services again or the payment of the cost of having the services supplied again.
- 6.4 Any of these terms which limit or exclude any term, condition or warranty, express or implied, or our liability will apply to the extent permitted by law and will not be construed as excluding, qualifying or limiting your statutory rights or remedies, arising by virtue of the breach of any implied term of these terms where such exclusion, qualification or limitation would be prohibited by statute or by the Australian Consumer Law.
- 6.5 If you are a consumer (as defined in the *Competition and Consumer Act 2010 (Cth)*), then nothing in these terms restricts, limits or modifies your rights or remedies against us for the failure of a statutory guarantee under the Australian Consumer Law where such restriction, limitation or modification would be prohibited by the *Competition and Consumer Act 2010 (Cth)*.
- 6.6 We accept no liability for any failure or delay by you or any other person in providing services resulting from any referral connected to the Directories.
- 6.7 We are not liable to you for any failure to meet any of our obligations under this agreement where that failure is caused by an event or circumstance outside of our reasonable control.
- 6.8 Our liability for any claim relating to these terms will be reduced to the extent that you or your practice contributed to the loss arising from the claim.
- 6.9 You and your practice will indemnify us against any loss, damages, costs or expenses incurred by us arising from any breach by you of your obligations or warranties under or in connection with these terms.

7. NO WARRANTIES

- 7.1 While we endeavour to keep the Directories as accurate and up to date as we reasonably can, we rely on you to provide us with accurate, complete and up to date information and to update us if any of your information changes. We do not warrant or guarantee that the Directories nor any information contained in them will be accurate, complete or up to date. Furthermore, we do not warrant or guarantee that the Directories will meet your purposes or expectations.
- 7.2 You are expected to exercise your own professional judgment on the suitability or otherwise of any other medical practitioner for a referral. You acknowledge and agree that we are only the publisher of the Directories and do not assess the qualifications, practicing status, skills or experience of any medical practitioner who is listed in the Directories and do not make any recommendations or endorsements whatsoever as to their suitability for a referral or any other matter in relation to them or their practice.
- 7.3 We do not give any warranties or guarantees in connection with the supply and use of your information.
- 7.4 Subject to clauses 6.4 and 6.5, we do not give any warranty or guarantee that the Directories and any related services that we provide will be available at all times.
- 7.5 Subject to clauses 6.4 and 6.5, and to the maximum extent permitted by law, we exclude all warranties or guarantees in relation to the matters set out in clauses 7.1 to 7.4 above.
- 7.6 You acknowledge that we have not made and will not make any express or implied warranties in relation to the services provided by us under these terms, other than those warranties expressly contained in these terms. Subject to clauses 6.4 and 6.5, any term that would be implied into these terms, including without limitation any condition or warranty, is hereby excluded to the maximum extent permitted by law.

8. PRIVACY

- 8.1 You consent to the collection, use and disclosure of your personal information on the terms set out in our privacy policy.
- 8.2 While we store your personal information relating to our SR Directory on servers located in Australia, you agree that we may store your personal information on servers located in Australia and New Zealand for the purposes of supplying our services to you.
- 8.3 We do not collect, store, use or disclose any personal information relating to patients.

9. CEASING TO USE OR ACCESS DIRECTORIES

- 9.1 If you do not agree to these terms, wish to deactivate your account and/or have your information removed from the Directories, please email us at sr-support@cervinmedia.com.au or send us a facsimile at 1800 147 029. In this case:
- (a) you must cease to access and use the Directories immediately and must ensure that (if applicable) your practice does so too;
 - (b) we will then deactivate your account and/or have your information removed from the Directories (as applicable) as soon as reasonably practicable after we receive your email or facsimile.

10. DISPUTES

- 10.1 If you have a complaint relating to the Directories or these terms, you should contact us by email at sr-support@cervinmedia.com.au or send us a facsimile to 1800 147 029. We aim to provide a response to all complaints within 14 days.

11. GENERAL

- 11.1 You may send a notice to us under or in connection with these terms by emailing us at sr-support@cervinmedia.com.au or sending us a facsimile to 1800 147 029. We may send a notice to you under or in connection with these terms by emailing you or sending you a facsimile at the last email address or facsimile number that you have provided to us. You or we will be deemed to have received a notice sent by email or facsimile at the time that you or we sent it, unless we know or ought reasonably to know that the email or facsimile was not delivered.
- 11.2 These terms (including any terms or policies explicitly incorporated by reference) constitute the entire agreement between you and us relating your use of or inclusion in the Directories. These terms replace any previous related agreements and understandings between you and us.
- 11.3 We may assign our rights and obligations under these terms at any time to any other person.
- 11.4 We may subcontract all or any of our obligations under these terms to a third party. If we do this, we will remain liable to you for the performance of the subcontractor's obligations.
- 11.5 No delay, neglect or forbearance in taking enforcement action in relation to any provision of these terms by a party will be a waiver, or in any way prejudice any right, of that party.
- 11.6 If any part of these terms is held to be invalid, illegal or unenforceable, that part will be severed and the remainder of these terms will remain in full force and have full effect.
- 11.7 These terms will be governed by the laws of New South Wales, Australia and any legal action against us or you must be taken in a court in New South Wales, Australia.

CERVIN MEDIA: PRIVACY POLICY AUSTRALIA

Cervin Media Limited (**we, us or our**) is committed to protecting and maintaining the privacy, accuracy and security of your personal information.

This privacy policy sets out details of how we collect, use, store and disclose your personal information. By accessing and using our products and services (including our Medical Specialists Directory and our SR Specialists & Referrals Directory (**Directories**)) or our website, you consent to the collection, use, storage and disclosure of your personal information in accordance with this policy.

We do not collect, use, store or disclose any personal information relating to medical patients.

HOW WE COLLECT YOUR INFORMATION

We will only collect personal information relevant to our business relationship with you. The personal information we collect will generally include your name, address, telephone and facsimile numbers, email address, credit card details, and information about your use of our products and services. We may also collect this personal information in connection with your medical practice. You may choose to not provide us with this information, but not doing so may affect our ability to provide you with our products and services.

We will collect this information directly from you when you:

- register to use our Directories;
- use our Directories;
- provide your information for inclusion in our Directories, or advertise in them; or
- communicate or interact with us, whether by email, facsimile, telephone or otherwise.

You are required to keep us informed of changes to your information to enable us to have proper administrative processes.

We may also collect aggregated information generated by our system, which tracks your use of our products and services but does not identify you personally.

COOKIES

Our websites may use server logs and web analytic tools (such as “cookies”). Cookies are small text files that are downloaded to your device by websites that you visit. When you use our website, these tools collect information such as the browser and operating system that you use, the internet protocol address of the device you use to access the site, search terms, your location and the content that you view when visiting the website.

You can set your browser to block all cookies, including cookies associated with our website, or to indicate when a cookie is being set by us. If you set your browser to reject cookies you may not be able to access all the features of the website.

OTHER IDENTIFIER INFORMATION

Our business partner may collect identifier information relating to the device that you use on its platform and disclose it to us. We may then use this identifier information but only to support the process of referring patients to medical practitioners.

HOW WE USE YOUR INFORMATION

We may use your personal information:

- to identify you, so we can ensure that your account is secure
- to compile and maintain the Directories and provide related services to you
- to communicate with you (including by email, facsimile, telephone and direct mail)
- to carry out our business which includes maintaining your account, planning, training, product development, research and analysis
- to enforce our agreement with you in any way
- to fulfil our legal requirements (for example, disclosure to law enforcement agencies or the courts)
- for our marketing and promotional purposes (but only where we have received your express consent to use your personal information for these purposes)
- or for any related purpose in connection with the above.

We may use any information that we collect from you that is not personal information (so you cannot be personally identified from it) for our business purposes, including:

- to assess how our customers use our products and services
- to improve our products and services
- for marketing and promotional purposes.

OPT OUT

We may use your information to offer you products and services that we believe meet your needs. However, you can notify us at any time if you do not wish to receive these offers by emailing us at sr-support@cervinmedia.com.au or sending us a facsimile at 1800 147 029. We will act promptly on any such request.

WHO WILL USE YOUR INFORMATION?

We generally do not share your personal information with others unless this is necessary for the purpose for which you gave us the information. While it is unlikely, we may be required to disclose your information to comply with legal or regulatory requirements. We will use reasonable endeavours to notify you before we do this, unless we are legally restricted from doing so.

We may disclose information we retain about you, including your personal information to the following third parties or their agents:

- our related entities
- our business partners but only to support the process of referring patients to medical practitioners
- government departments or law enforcement agencies
- liquidators, administrators or other persons appointed to administer your financial affairs
- your practice manager.

We may disclose, sell or transfer to third parties any non-personal, aggregated information that we collect from you and our other customers.

YOUR INFORMATION IS SECURE

We will ensure your personal information is kept secure and confidential, using up to date techniques which meet current industry standards. This includes the following:

- Only our staff and those who perform services on our behalf, and are authorised to handle your information, will have access to your personal information.
- We will not retain any of your information for any longer than it is required by us except to fulfil our legal obligations or where you have consented.
- We will, with your help, endeavour to keep your personal information accurate, complete and up-to-date.

WHERE WE STORE YOUR INFORMATION

While we store your personal information relating to our SR Specialists & Referrals Directory on servers located in Australia, we may store your personal information on servers located in Australia and New Zealand for the purposes of supplying our services to you.

ADVERTISING AND THIRD PARTY LINKS

Our website may contain links to a variety of advertising and third party website sources. Some of these links may request or record information from users or use cookies or other methods to collect information from you. We have no control over the content or privacy policy practices of those sites and encourage you to review the privacy policies of those sites before using them.

YOU HAVE ACCESS TO YOUR INFORMATION

You can access most of the personal information we hold about you and request corrections. This right is subject to some exceptions, for example you may not obtain access to information relating to existing or anticipated legal proceedings.

You can request access to your information by emailing us at sr-support@cervinmedia.com.au. This service is free unless the information you request requires significant research or preparation time. Before we act upon requests of this nature, we will tell you how much this service will cost.

WHAT TO DO IF YOU THINK WE HAVE MADE AN ERROR

We are committed to the protection of your privacy and our policies, processes and systems have been developed with this intent. However, sometimes errors do occur. If you think we have made an error, please email us to let us know. Where we have done the wrong thing, we will apologise and take all reasonable action to ensure that it does not happen again.

CHANGES TO POLICY

We may change this policy at any time by publishing the amended policy on our website. We will endeavour to inform you of any changes to the policy by email or on the website. If you have any questions about our privacy policy or any changes to it, you can contact us by email at sr-support@cervinmedia.com.au or by writing to us at PO Box 68450, Wellesley St, Auckland 1141.

COMPLAINTS

If you have a complaint about the way we have dealt with your personal information, please contact us at the above email address or physical address. We will make all reasonable attempts to respond to your complaints or requests.