



Terms and Conditions/ PRIVACY STATEMENT

Reviewed March 2024

Thank you for accessing our website located at myhmedical.com.au. The Website is owned and operated by Mind Your Health Medical Centre, suite 1, 124 Military Road, NEUTRAL BAY 2089 NSW.

These Terms of Use (“Terms”) apply to your use of this website operated by Mind Your Health Medical Centre (referred to below as “us” or “we”) and also applied to any information provided by us on this Website, and any messages sent to or from us electronically.

Please read through the following general terms and conditions which will govern your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend you to review the current Terms each time you access our website.

If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms will continue to apply.

If you do not agree to any of the terms, you must leave this Website and not use our Online Services.

Disclaimers

The information we provide on this website is of a general nature only. We are not providing professional advice. We give no warranty that the information is free from error or omission, or accept no liability should you use the information without obtaining professional or specialist advice.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.

We take all due care in ensuring that our website is free of any virus and malwares, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

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Our Website Services

Please refer to our Privacy Policy for information relating to collection, storage and use of the details you provide on registration with our practice onsite.

Our services are provided to patients consenting to our medical services and procedures.

All prices are in Australian Dollars (AUD) and are inclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time.

Licence to Use Website

When you visit our website, we give you a limited license to access and use our information for personal use.

We grant to you a limited, revocable right to access and use the Website and to print pages therefrom for personal, non-commercial or informational purposes only.

Except as permitted under these Terms and applicable laws, no part of this Website may be otherwise reproduced, adapted or transmitted in any form by any process without the specific written consent of Mind Your Health Medical Centre.

The license to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your meta tagging or mirroring of our website.

Changes to the website

Mind Your Health Medical Centre reserves the right to revise, modify or delete any content as well as terminate or restrict access to the Website at any time in its sole discretion and without prior written notice.

Online Appointments (Bookings) with Practitioners via the Website

Online Booking is provided by third party company Hotdoc and is subject to Hotdoc Terms of Use and Privacy Policy.

Mind Your Health Medical Centre shall not be held responsible for any conflicts or errors resulting in use/misuse of this service, including but not limited to; missed or wrongly booked

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appointments, any negative experiences or outcomes resulting either from the appointment itself or from the booking process.

As a necessary adjunct to the proper operation of the Booking System, Mind Your Health Medical Centre and Hotdoc staff and contractors, who are subject to the obligations of confidentiality, may be given access to personal information as part of their services.

Information collected when booking an appointment: Full name, date of birth, email address, contact number, medicare/health insurance details, comments.

Linking to the Website

Mind Your Health Medical Centre grants to you a limited, revocable, non-exclusive right to create a hypertext link to the homepage of the Website, provided that we are notified of, and approve, such hyperlink and such hyperlink does not portray Mind Your Health Medical Centre or its products in a false, misleading or otherwise illegal or offensive manner.

You may not make any part of the Website available as part of another website by use of inline imaging, framing technologies or any other method of incorporating parts of the Website into another site without the prior written consent of Mind Your Health Medical Centre.

* Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Linked Third Party Websites and Information/ Hyperlinks

The website may contain links to other websites, third party information and products. Mind Your Health Medical Centre is not responsible for the content of any third party material appearing on the Website or any third party sites linked to the Website. Such content and links are provided for convenience only. They are not owned, operated or maintained by Mind Your Health Medical Centre nor are they endorsements by us as to the quality, accuracy or completeness of the third party information.

If you decide to access any of the third party services or websites advertised or linked, you do so entirely at your own risk and, as far as lawfully possible, Mind Your Health Medical Centre accepts no liability or responsibility for the actions or omissions of users of the Website or linked sites in relation to the content contained therein.

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User Submissions & Testimonials

Subject to its legal obligations with respect to privacy, any material, information or testimonials submitted to Mind Your Health Medical Centre and posted on the Website will be considered as having been voluntarily submitted for use by us as non-confidential and non-proprietary information. Mind Your Health Medical Centre is free to use such information on the Website and otherwise at its sole discretion, whether for commercial or non-commercial purposes and without liability or compensation to any person or entity.

Intellectual Property Rights/Copyright

Except as permitted under the Copyright Act 1968 (Cth) you are not permitted to copy, reproduce, republish, distribute or display any of the following information on this website without our prior written permission, including but not limited to text, drawings, graphics, images and page layout, and, unless stated otherwise, is owned by us or used by us under licence.

Trademarks

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Limitation of Liability

While Mind Your Health Medical Centre takes all reasonable care to include accurate and up-to-date information on the Website, the information provided should not be relied upon as being error free and Mind Your Health Medical Centre makes no representation or warranty as to the timeliness, accuracy, suitability or completeness of any information, consent, services, materials and products provided on or via the Website, nor does it accept any responsibility arising in any way for errors or omissions.

As far as lawfully possible, Mind Your Health Medical Centre accepts no liability or responsibility for the actions or omissions of any users of the Website in relation to content contained herein.

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All information provided on the Website is general in nature and does not constitute medical or any other form of advice and is provided 'as is' without warranty of any kind, express or implied, to the fullest extent possible under law.

In no event will Mind Your Health Medical Centre be liable to any party for any direct, indirect, incidental or consequential damages or losses whatsoever arising from access to, reliance on, or use of or downloading of information from the Website, (or any associated or linked online service), including, without limitation, damages for loss of profits, business interruption, loss of profits, business interruption, loss or information or damage to systems due to viruses or other harmful components.

Mind Your Health Medical Centre is not responsible for the deletion, failure to store, misdelivery, or untimely delivery of any material accessed through the Website or external sites and will not be liable for any damage or loss whatsoever resulting from any users downloading or accessing any information or material through the Website.

Mind Your Health Medical Centre does not accept any responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of the Website (including hypertext links to external sites if any) for any reason whatsoever.

Mind Your Health Medical Centre does not guarantee that files or programs executed and/or downloaded from this Website or provided via this Website are free from viruses and other unauthorised or malicious code or corruption that could damage or interfere with data, hardware or software and Mind Your Health Medical Centre is not liable for any such damage or interference which may be suffered in connection with the use of the online services.

Mind Your Health Medical Centre does not guarantee the security of any information sent to the Website via the Internet and such information is sent at the transmitter's own risk.

Mind Your Health Medical Centre does not endorse the content of advertisements appearing on the Website and has no liability in respect thereof.

To the full extent permitted by law, our liability for breach of an implied warranty or condition will not be greater than the amount you paid to access our website.

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Indemnity

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction/Applicable Laws

These terms and conditions are to be governed by and constructed in accordance with the laws of NSW and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NSW and you agree to submit to the jurisdiction of those Courts.

If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed, or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy Policy

Mind Your Health Medical Centre will not collect any personal information about you from your use of the Website, unless you have provided such information to us.

We undertake to take all due care with any information including comments which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake the reasonable steps to preserve such information in a secure manner.

When knowingly providing us any personal information to Mind Your Health Medical Centre via Website, you consent to us using that personal information lawfully at our sole and absolute discretion, including purposes of providing promotional and marketing materials by other means.

You warrant that you have obtained the consent of any third person whose personal information you post to the website.

As a necessary adjunct to the proper operation of the Website, Mind Your Health Medical Centre staff and contractors, who are subject to obligations of confidentiality, may be given access to personal information as part of their services.

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For record keeping purposes Mind Your Health Medical Centre may retain copies of emails sent to it by you.

The Website contains links to other sites that are not affiliated or associated with, or controlled by Mind Your Health Medical Centre and we are not responsible for their privacy practices and this Privacy Policy applies only to those parts of the Website within the control of Mind Your Health Medical Centre.

Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

You are permitted to download a copy of the privacy policy information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

Download our privacy policy here (add link here)