
SAVE ON MEDICAL TOURISM PTY LTD

TERMS AND CONDITIONS

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1 About

- 1.1 Save on Medical Tourism Pty Ltd ABN 59 635 943 645 (the Company) provides its customers with referrals to international medical clinics, including dentistry (the Services). Details of the Services are found on our website www.saveonmedicaltourism.com (the Website).

2 Acceptance of these Terms

- 2.1 You accept these terms and conditions (the **Terms**) by registering for the Services, engaging the Company, or browsing the Website. By using, browsing, signing up to the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease use of the Website and the Services immediately.
- 2.2 You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with the Company; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.
- 2.3 By engaging the Company, you acknowledge and understand that the Company does not provide you with any medical, tax, legal, accounting or other specialist, professional or technical advice or services. For further information, please read the Terms carefully.
- 2.4 The Company reserves the right to review and change any of the Terms by updating this page at its sole discretion. When the Company updates the Terms, it will use reasonable endeavours to provide you with notice of the same. Any changes to the Terms take immediate effect from the date of their publication. If you choose not to accept any changes to the Terms, your sole recourse will be to stop using the Services. Before you continue, we recommend you keep a copy of the Terms for your records.

3 Registration

- 3.1 To access the Services, you are required to register with the Company via the Patient History Form available on the web site.
- 3.2 As part of the registration process or as part of your continued use of the Services, you will be required to provide personal information about yourself (such as identification, contact details, payment details and other personal information).
- 3.3 You agree that any information you give to the Company will always be accurate, correct and up to date.
- 3.4 You understand that by supplying the Company with your address, email address and phone number, you may receive regular emails, newsletters, telephone calls or SMS updates from the Company to keep you informed about the Company's activities. If you do not wish to receive updates from the Company, you may contact the Company at info@saveonmedicaltourism.com.au
- 3.5 The Company will hold any information provided in relation to the Services in accordance with the Privacy Policy available on the Website at [Save on Medical Tourism - Medical treatments and services abroad](#)

4 Identify Verification

- 4.1 You acknowledge and agree that due to the nature of the Services, the Company may be required to verify your identity to ensure that you are not using the Services in an illegal or fraudulent manner.
- 4.2 You warrant that where the Company advises you in writing that they require further verification of your identity then you will make all reasonable endeavours to comply with this request within seven (7) days of receipt of same.
- 4.3 You warrant that any information that you provide pursuant to this clause will be true and correct to the best of your knowledge and belief and failure to comply with this clause will warrant an immediate termination of the provision of the Services to you.

5 Services

- 5.1 By the Company offering its Service to you, you agree and acknowledge that:
 - (a) Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are inclusive of GST;
 - (b) the Company may receive a commission from third parties in relation to provision of the Services to you;
 - (c) the Company does not, at any time, provide any guarantees whatsoever, whether express or implied, with respect to the success of the Service;
 - (d) you shall remain solely responsible for assessing the implications and risks of using the Services; and
 - (e) these Terms do not create a relationship of employment, trust, joint venture, agency, partnership or other relationship of a fiduciary nature between the parties.
- 5.2 You acknowledge that the Company has entered into these Terms in reliance on the acknowledgements, representations and warranties given by you in these Terms.

6 Refund Policy

- 6.1 If, for whatever reason, you are unsatisfied with the Services please contact the Company outlining why you believe you are entitled to a refund of any fee so that we are able to determine whether a refund should occur.
- 6.2 Any refunds granted pursuant to this clause will be at the Company's absolute discretion.

7 Copyright and Intellectual Property

- 7.1 The Website, the Services and all of the related products and services of the Company (the **Material**) are subject to copyright. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Materials (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, lists, design elements and

interactive features) (the **Content**) are owned or controlled for these purposes and are reserved by the Company or its contributors.

- 7.2 The Company retains all rights, title and interest (including copyrights, patents and trademarks) in the Material, the Content, and all related content therein. Nothing you do will transfer any interest in the Material to you, other than the grant of the licence to you in clause 7.4 below.
- 7.3 Whilst using the Services, the Company grants you a worldwide, non-exclusive, royalty-free, revocable licence during these Terms to:
- (a) download the Material and the Content;
 - (b) your sole use of the Material and Content;
 - (c) copy and store the Material and Content; and
 - (d) print pages from the Website for your own personal use.
- 7.4 the Company does not grant you any other rights whatsoever in relation to the Material and/or the Content. All other rights are expressly reserved by the Company.
- 7.5 You may not, without the prior written consent of the Company and the permission of any other relevant rights owner: broadcast, republish, upload to a third party, transmit, post, distribute, show or display or publish in public, adapt or change in any way the Material or Content for any purpose, other than for the purposes expressly allowed by these Terms. This prohibition does not extend to the Material and Content which are freely available for re-use or are in the public domain.

8 Material and Content

- 8.1 You may read and copy the Material and Content for your own needs, but you may not publish, resell or sub-licence it. the Company makes no guarantees, representations or warranties about the accuracy or legal correctness of any of the Material or Content.
- 8.2 Third Party Website
- (a) the Company works with a number of partners and affiliates whose websites or mobile phone applications may be linked with or provided by the Company and are controlled by parties other than the Company (each a Third Party Content).
 - (b) the Company is not responsible and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third Party Content, any website accessed from a Third Party Content or any changes or updates to such sites. the Company makes no guarantees about the content or quality of the products or services provided by such sites.
 - (c) By using any information, product, service, or functionality originating from the Services, you are allowing the Company to share information with any third party with whom the Company has a pertinent contractual relationship – any information necessary to facilitate its provisions of products, services, or functionality to you.

9 The Company's use of your material

- 9.1 By engaging the Company to perform the Service, you acknowledge and agree that the Company is granted an irrevocable, perpetual, worldwide, royalty free right to use your trade mark, logo, photographs, testimonials, feedback or name for the purpose of promoting the Company or the Services, now and in the future. This includes any promotion, testimonials, marketing or

advertising by way of online, in print, in social media, in competitions, advertisements, books and magazines, design publications and any other self-promotional or demonstrative purpose.

10 General Disclaimer

10.1 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

(a) If you are not a Consumer (under the Australian Consumer Law), you agree that the Company has no direct or indirect liability (including in negligence) to you in any way related to your use of the Website or the Services.

(b) If you are a Consumer (under the Australian Consumer Law), the Company limits all its direct and indirect liability (including in negligence) to you to the Consumer Guarantees under the Australian Consumer Law.

(c) Where there is a breach of the Consumer Guarantees, then to the maximum extent permitted by law, the Company's liability to you is limited to resupply of the Services or payment of the cost of re-supplying the Services.

10.2 Subject to this clause and to the extent permitted by law:

(a) the Company excludes all representations, warranties or guarantees, whether express or implied, by statute, trade or otherwise; and

(b) the Company will not be liable for any claims, causes of action, damage or expenses arising out of or in connection with the Website or the Services (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, in equity, pursuant to statute, or otherwise.

11 Limitation of liability

11.1 The Company's total liability arising out of or in connection with the Services or the Terms, however arising, including at law, in equity, under statute, or otherwise, will not exceed the resupply of the Service to you.

11.2 You expressly understand and agree that the Company will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This includes, but is not limited to, any loss of profit, any loss of goodwill or business reputation and any other intangible loss.

11.3 You expressly understand and agree that the Company will not be liable to you for your use of the information in the Services.

11.4 You expressly understand that the Company is assisting you to find the medical services and is not providing any medical advice or services and does not advise regarding the quality of the medical services.

12 Indemnity

12.1 You agree to indemnify the Company from and against:

(a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with

- (i) inaccurate or misleading information provided by you or your agent; or
 - (ii) any breach of the Terms.
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or the Services or attempts to do so.

12.2 This indemnity will survive termination of the Terms.

13 Termination of Services

13.1 The Terms will continue to apply until terminated by the Company as set out below.

13.2 If you elect to terminate, you must provide at least thirty (30) days' written notice to the Company.

13.3 The Company may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) the Company is required to do so by law;
- (c) the partner, if any, with whom the Company offered the Services to you has terminated its relationship with the Company or ceased to offer the Services to you;
- (d) the Company is transitioning to no longer providing the Services to Users in the country in which you are resident or from which you use the service;
- (e) the provision of the Services to you by the Company is, in the opinion of the Company, no longer commercially viable;
- (f) if you have used the Services:
 - (i) in breach of any law;
 - (ii) in a way that is misleading or deceptive;
 - (iii) in a way which is unreasonable as determined by the Company at its absolute discretion; or
 - (iv) in a manner which can or does bring the Company into disrepute or could damage the Company's reputation as determined by the Company at its absolute discretion.

13.4 Subject to local applicable laws, the Company reserves the right to discontinue or cancel your access to the Services at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct damages the Company's name or reputation or violates the rights of those of another party.

13.5 Upon the termination, all of the legal rights, obligations and liabilities that you and the Company have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

14 Governing Law and Jurisdiction

The Services offered by the Company are intended for residents of Australia. These Terms are governed by and are to be constructed in accordance with the laws of the State of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts situated in Sydney, Australia in respect of all matters arising out of or relating to these Terms, the Website, the Services and their performance.

15 Notice

- 15.1 The Company may provide any notice to you under the Terms by sending a message to your email address. The notice provided by the Company to you by email shall be deemed to have been properly given on the date the Company sends the email, regardless of whether you have received the email.
- 15.2 Unless specified otherwise, any notices provided by you to the Company must be in writing and sent via email info@saveonmedicaltoursim.com.au

16 Severance

If any part of the Terms is found to be void or unenforceable, that part shall be severed and the rest of the Terms shall remain in force.

17 Waiver

- 17.1 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it.
- 17.2 A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 17.3 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.

18 Assignment

- 18.1 The Company may assign or transfer its rights or obligations under the Terms without your consent.
- 18.2 You may not assign or transfer your rights or obligations under the Terms without prior written consent of the Company. A purported assignment without written consent will be deemed to be void and convey no rights.

These Terms have been prepared by MurdockCheng Legal Practice on behalf of the Company.