

Murray Bridge Day and Night Surgery Website and Social Media Terms of Use

What are Terms of Use?

- 1) You need to be aware of certain things when accessing and using our websites and our social media pages.
- 2) This Murray Bridge Day & Night Surgery Website and Social Media Terms of Use ("**Terms of Use**") sets out our rights and your obligations in you accessing and using our websites and our social media pages.

Your acceptance of these Terms of Use

- 3) By accessing, viewing, relying on or otherwise using our websites or our social media pages, you accept these Terms of Use and agree to be bound by them and by any other notice from us contained on our websites and our social media pages (which we may amend from time to time).
- 4) If you do not accept these Terms of Use, then we do not authorise you to use our websites or our social media pages, and you should not use our websites or our social media pages.

Application of these Terms of Use

- 5) These Terms of Use apply to our websites and to our social media pages.
- 6) If these Terms of Use are inconsistent with any other notice, these Terms of Use apply to the extent of the inconsistency.
- 7) If any part of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining parts of these Terms of Use will still continue in full force.

User conduct

- 8) You agree to use our websites and our social media pages only for lawful purposes.
- 9) In your use or access of our websites and our social media pages, you agree not to take any action that might:
 - a) compromise the security of our websites and our social media pages;
 - b) render our websites or our social media pages inaccessible to others;
 - c) otherwise cause damage or harm to our websites or to our social media pages; or
 - d) cause harm or damage to us or to others.

- 10) If you post or allow to be posted any comments on our social media pages that cause any harm, or in our reasonable opinion are likely to cause harm (whether to us or to someone else) we reserve the right to take whatever reasonable action we deem necessary. At first instance this may include, but is not limited to, removing the offending post, moderating your post, or replying to it.
- 11) If:
- a) you continue to post harmful comments on our social media pages; or
 - b) your use of our social media pages continues to cause harm or be disruptive to our services or others' use of our social media pages,
- we reserve the right to take any additional and further action that we consider is reasonable and necessary. Such further action may include, but is not limited to, blocking you from our social media pages without notice. If your conduct warrants it, we also reserve the right to bring Court proceedings against you, report you to any relevant authority such as the police or another enforcement agency, or request any internet service provider, website host, or social media provider to take any action necessary to deal with your harmful or offensive conduct, or to prevent your further harmful or offensive conduct.
- 12) You acknowledge that we cannot always maintain or prevent harmful or offensive material from being emanated or propagated by others on our social media pages, and that we do not have an obligation to do so. You acknowledge that where harmful or offensive material has been emanated or propagated by others on our social media pages, you will;
- a) release us and hold us harmless from any loss or damage you suffer, or any claims you may have, that arise out of such material; and
 - b) inform us of the existence of such material.
- 13) You agree to indemnify us from all claims, harm and losses (whether arising in statute, contract, equity, or tort) associated with or caused by your use of our websites or our social media pages.
- 14) You may use our websites or our social media pages, and the information, writings, images and/or other works that you see, hear or otherwise experience on our websites and our social media pages (the "**Content**") solely for your non-commercial, personal purposes and/or to learn about our services. No right, title or interest in any Content is transferred to you, whether as a result of downloading such Content or otherwise. We reserve complete title and full intellectual property rights in all Content.
- 15) Except as expressly authorised by these Terms of Use, you may not use, alter, copy, distribute, transmit, or derive another work from any Content, except as expressly permitted by us or these Terms of Use.
- 16) If we waive a breach or default of these Terms of Use, it shall not be deemed to be a waiver of any other breach or default.

Our services and limitation of liability

- 17) The information on our websites and our social media pages is prepared for use in the State of South Australia, and the Commonwealth of Australia. Our websites and our social media pages may not comply with the laws of any other state or country.

- 18) Although we try to make sure there are no mistakes in the information on our websites and our social media pages, to the maximum extent possible we do not warrant the accuracy, adequacy or completeness of the information or the content of our websites and our social media pages, or that any errors in the content will be corrected, or that it is suitable for your intended use.
- 19) We do not warrant that the functions performed by our websites and our social media pages will be uninterrupted, timely, secure or error-free, or that defects in our websites and our social media pages will be corrected.
- 20) We recommend that you seek independent advice before acting on any information on our websites or our social media pages and particularly, if your matter relates to a medical condition or emergency, that you obtain professional medical advice in person, from a qualified medical practitioner, without delay. If you rely on any information on our websites or our social media pages, you do so at your own risk.
- 21) All information on our websites and our social media pages is subject to change without notice.
- 22) In no event shall we be liable for any special, incidental, indirect, or consequential damages whatsoever, even if we have been advised of the possibility of such damages.
- 23) To the extent permitted by law, neither we, nor any of our employees, agents or officers are liable to you for any loss or liability arising from, or any costs, charges or expenses you incur in connection with: information on our websites and our social media pages; your use of our websites or our social media pages; or any modification, suspension or discontinuance of our websites or our social media pages. This limitation applies whether arising in statute, contract, equity, tort or otherwise.
- 24) If you are dissatisfied with our websites or our social media pages, or with these Terms of Use, your remedy is to discontinue using our websites and our social media pages.

Third party websites

- 25) Our websites and our social media pages may contain links to other websites and social media pages operated by third parties. You acknowledge and agree that engaging our services may involve the use of third party websites or social media pages, for example, by accessing and using a third party website to make a booking for our services.
- 26) In no event do we provide any warranty or representations with respect to any third party websites or social media pages to which our websites or our social media pages may be linked or connected to in any way. You understand and agree that we are not responsible, do not control, and cannot be held accountable for any defects with third party websites and social media pages. Further, we do not specifically endorse or otherwise approve the owners or operators of any third party websites and social media pages, or the information, graphics and material on those websites and social media pages, or the services provided or offered by those websites and social media pages.
- 27) Third party websites and social media pages are not subject to our privacy standards or these Terms of Use, so you should make your own enquiries as to the terms upon which you may use them.

Accessing our websites and our social media pages from a mobile device

- 28) If you access our websites or our social media pages from a mobile device, you may not be able to access the full range of services which are ordinarily available from our websites and our social media pages. If you are unable to view relevant information you may need to obtain the information or document by accessing our websites or our social media pages from a computer.
- 29) You acknowledge that you may incur large or extraordinary data charges when using our websites or our social media pages from a mobile device. You agree that we will not be responsible for any data charges or other charges you incur to access the internet, our websites, or our social media pages, whether or not you do so via a computer or a mobile device.

Security

- 30) Your use of our websites and our social media pages is at your own risk. We do not guarantee that our websites and our social media pages are free from viruses, hackers, or that access to our sites will be uninterrupted. You should therefore ensure that the way you access our websites and our social media pages does not expose your equipment to the risk of viruses or other forms of interference which may damage it.
- 31) You must always take any reasonable steps to secure your passwords and other personal confidential information in order to prevent any unauthorised use of your details. You should notify us immediately if you suspect that any of your personal or confidential details have been used by someone else to access or use our websites or our social media pages, or have been gained by another person from your use of our websites or our social media pages.
- 32) You are responsible for maintaining the confidentiality of your password information and other confidential details used in making an online booking for our services. You agree to accept all responsibility for all activities that occur under your password when someone accesses and uses our websites, social media pages or third party websites.
- 33) Although we regularly review developments in security, we do not guarantee that information transmitted over the internet is totally secure. Therefore, when you send us information (including via an on-line form), you do so at your own risk. Once we have received it, we take reasonable steps to keep the information secure while it is in our own systems.

Information about you and your privacy

- 34) Our website refers to our privacy policy, and provides a link to that policy. That privacy policy sets out how we deal with your personal information generally. If these Terms of Use are inconsistent with our privacy policy, our privacy policy will apply to the extent of the inconsistency.

Collecting information and cookies

- 35) When you use our websites and our social media pages, we may collect personal information about you. Ordinarily, we tell you the purposes for which we collect that information when it is collected. As a general rule, we only collect such information which is necessary for us to provide our services to you or to maintain our relationship with you.
- 36) The information we collect about you depends on how you use our websites and our social media pages and may involve the use of "cookies". A cookie is a small text file placed on your computer hard drive by our web page server and which our system can later access. Cookies are frequently used on websites and you can choose if and how your computer accepts them by configuring your preferences and options in your browser.
- 37) We use cookies so that we can improve our websites and our social media pages. We use them to allocate a cookie to your internet browser if you visit our websites (including if you visit an unsecured area where you do not need to log on). The cookie allows us to determine if you have previously visited our website and identify pages you have accessed and third party websites you have visited.

Emails and social media posts

- 38) We may, but are not be obliged to, store the content of any email you send us and of any post on our social media pages. We may monitor the content of emails and of posts for security issues – such as where email or post abuse is suspected. Our reply to you (whether by email or on our social media pages) may also be monitored to help us meet quality assurance goals.

Copyright and trade marks

- 39) The material on our websites and on our social media pages is protected by copyright. Other than for the purposes and subject to the conditions prescribed under the *Copyright Act 1968* (Cth), you must not reproduce, upload, provide to a third party, link to, frame, store in a retrieval system or transmit any part of it without our prior written consent. This prohibition applies to such actions regardless of their form or means (whether electronic, mechanical, microcopying, photocopying, recording, or otherwise).
- 40) You must not attempt to commercialise or exploit (in any form or by any means) any information, products or services contained on our websites and our social media pages without our prior written consent.
- 41) If our websites and our social media pages include registered trade marks owned by us (or our licensors), you must not use any of these trade marks in any way without our prior written consent.

Changes to these Terms of Use

- 42) These are our current Terms of Use and replace any prior versions. We may amend these Terms of Use at any time. If we do, we will publish the amended version on our website. By using our websites and our social media pages, you accept these current Terms of Use and agree that our publishing of an amended version will be sufficient notice of any changes and that your subsequent access to, viewing, reliance on or other use of our websites and our social media pages will constitute your acceptance of that amended Terms of Use.

Definitions and interpretation

- 43) In these Terms of Use:
- a) **We, us** and **our** refers to Murray Bridge Day and Night Surgery Pty Ltd ACN 604 463 096 and includes our directors, staff and shareholders.
 - b) **You** refers to you who directly or indirectly accesses and uses our websites and/or our social media pages and/or third party websites.
 - c) A reference to our **website** or **websites** is a reference to any website operated by us and by which our services are advertised and includes but is not limited to www.murraybridgemedical.com.au.
 - d) A reference to our **social media page** or **social media pages** is a reference to any social media page operated by us and by which our services are advertised and includes but is not limited to our Facebook page <https://www.facebook.com/murraybridgemedical>
 - e) A reference to a **third party website** or **third party websites** is a reference to any website operated and controlled by a third party (and not us).
 - f) **Notice** includes a disclaimer, a disclosure or other statement whether written, published or verbal.