



## 1

### Acceptance of Terms

(a)

This document sets out the terms and conditions (Terms) on which you (You or Your) may access and use the Peerhear PTY LTD (Peerhear, We, Us, Our) website and/or app (Platform), including to facilitate communications between independent mental health providers (Peer Workers) and users (Services). Please read these Terms carefully before using the Platform.

(b)

We reserve the right to amend these Terms from time to time, including for security, legal, regulatory or policy reasons or to reflect updates or changes to the Services offered on, or functionality of, the Platform. You are required to review any revised Terms as may be notified to You from time to time.

(c)

Your use of and access to the Platform is a deemed acceptance of the Terms in effect at the time You access the Platform without any limitation or qualification. If You do not agree to the Terms or any revision to these Terms, You must not access or use the Platform or allow any person under your care or supervision to access or use the Platform.

(d)

If You do not comply with these Terms, We may, in Our absolute discretion, cancel or terminate Your access to the Platform.

2.

### Conditions of use of the Platform

(a)

You warrant to Us that You are of legal age to form a binding contract and if required, You have authority to enter into these Terms.

(b)

You agree to provide Us with accurate and complete information about yourself as required and to update Your information as required to maintain its accuracy. If any of the information You provide is inaccurate or incomplete, We may suspend or terminate Your access to any part of the Platform. Inaccurate or incomplete information about yourself may also reduce the effectiveness or accuracy of the Services provided.

(c)

Prior to commencing a Consultation, you agree and acknowledge that, among others:

1. (1) telehealth or 'health care at a distance' is not appropriate in cases of emergency;
2. (2) in some circumstances, including when a physical examination is required, telehealth is not appropriate; and
3. (3) You must be 17 years old or over to use the Platform.

3

### Logging in to the Platform

(a)

The Platform is only accessible to You if You have "logged in" by providing Your username and password on the log-in and/or authentication page of the Platform (this information is Your Login).

(b)

You must not provide or reveal details of Your Login to any other person. You are responsible for protecting the security and privacy of all Your Login information and other security-based information.

(c)

You must notify Us immediately in the event of any known or suspected unauthorised use of Your Login.

(d)

You must not allow any other person to use Your Login. You acknowledge that You are solely responsible for all activity that occurs on Your account or under Your Login.

## 4 Operation and maintenance of the Platform

(a)

The speed and reliability of the Platform may vary depending on many factors including, without limitation:

1. 1) the capability and functionality of the device used to connect to the Platform;
2. 2) the amount of traffic and general congestion of the Internet; and
3. 3) the location of Your device.

(b)

Since electronic services are subject to interruption, breakdown and failure, access to the Platform is provided on an 'as is' and 'as available' basis only. We do not guarantee that the Platform will be continuous, stable or fault free. If You are unable to access the Platform, please contact our support team on [info@peerhear.com.au](mailto:info@peerhear.com.au).

(c)

We do not promise that You will be able to access the Platform immediately or at all times. From time to time, We may, in Our absolute discretion, withdraw Your access to the Platform for security, technical, maintenance, legal, operational or regulatory reasons, or due to any breach of these Terms by You.

(d)

We will use reasonable efforts but are not obliged to rectify any malfunctions, faults, issues or problems with the Platform or Services.

(e)

At any time, We may make available upgrades, updates and patches to, or new versions or releases of the Platform, all of which will be governed by these Terms, unless such upgrade or update is accompanied by separate terms, in which case those terms will govern the upgrade.

## 5

### Emergency medical situations

(a)

The Platform is not intended for use in urgent or emergency medical situations. In such situations you should contact emergency services immediately. In Australia you can dial 000.

(b)

You acknowledge that the Platform and the Services are not intended for use, and must not be used, in connection with life support or other medical equipment or apparatus.

## 6

### Disclaimers relating to advice provided by Peer Workers

(a)

While We have taken steps to ensure that each Peer Worker is suitably qualified, skilled and trained, We do not make any representation or warranty about the training, skill, experience or qualifications of Peer Workers. You acknowledge that information supplied to Us by Peer Workers about their training skill, experience or qualifications may include omissions, inaccuracies or other errors, for which We are not responsible.

(b)

You acknowledge that the Platform is a technological platform which facilitates communication between users and Peer Workers. Peerhear is not a medical organisation and is not licenced to practice medicine. Peerhear does not provide health care, advice, diagnoses or health information.

(c)

You acknowledge and agree that You are using the Platform and Services voluntarily. Your reliance on the advice provided by the Peer Workers on the Platform is solely a matter between You and the Peer Worker. As between Us and You, You assume full responsibility for all associated risks.

(d)

We disclaim any liability for any advice provided by a Peer Worker via the Platform. The Peer Workers are independent workers and are not employed by Us. We are not vicariously liable for the actions or omissions of the Peer Workers.

(e)

We do not warrant or represent to You that the Services are suitable for You or Your patient.

## **7 Security of the Platform**

(a)

The Internet is an inherently insecure communication platform. We do not guarantee the security of the Platform at any given time. Your access to and use of the Platform is solely at Your own risk.

(b)

We do not warrant that any information, data, software or other material accessible through or by using the Platform is free of computer viruses, Trojan horses, worms, or other computer programs, code or other harmful components. You must ensure that the device used to access the Platform is protected by up-to-date anti-virus software.

## **8 Unauthorised use of the Platform**

(a)

1. You agree that You will not (either yourself or through any third party):
  1. (1) submit, or use the Platform to send, any unauthorised commercial communications (such as spam);
  2. (2) use any robot, spider, screen scraper, data aggregation tool or other automatic device or process to access the Platform or to process, monitor, copy or extract any material on the Platform, or any of the information, content or data contained within or accessible through the Platform, without Our prior written permission;
  3. (3) use any information on or accessed through the Platform for any commercial purpose or otherwise (either directly or indirectly) for profit or gain;
  4. (4) use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction or process being conducted on or through the Platform;
  5. (5) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Platform;
  6. (6) upload viruses or other malicious code to the Platform;
  7. (7) bypass any measure We may use to prevent or restrict access to the Platform, any part of the Platform or any other software,

systems or networks connected to the Platform;

8. (8) record any consultation with a Peer Worker, unless expressly agreed to by the Peer Worker; or
9. (9) do anything that could disable, overburden, or impair the proper working of the Platform, such as a denial of service attack.

## 9

### Termination of access to and use of the Platform

(a)

We may terminate, disable, block or limit Your access to or use of the Platform at any time, in Our absolute discretion, including where We consider or believe that Your use of or access to the Platform:

1. (1) is in contravention of these Terms; or
2. (2) may create or exploit any network or security vulnerabilities.

(b)

1. Upon termination or suspension of Your access to the Platform, We may immediately deactivate Your Login, all related information and files and prevent any further access to such information, files or the Platform.

(c)

All provisions which by their nature survive termination, including, without limitation, clauses 1, 12, 14(a) and this clause 9(c), will survive termination of these Terms.

## 10

### Privacy and use of Your data

(a)

We collect personal information as set out in Our Privacy Policy which is available at Our website.

(b)

You acknowledge that You have read the Privacy Policy and consent to the handling of personal information as described in the Privacy Policy.

**11**

### **Third party information and services**

(a)

Third party information and/or services available on or via the Platform is not supplied, maintained or operated by Us and, to the maximum extent permitted by law, We do not represent or warrant that such information and/or services are accurate, adequate, timely, valid, suitable, legal, decent, quality, or complete. Peerhear disclaims all liability in respect of all such third party information and/or services.

(b)

The inclusion of third party information and/or services on (or linked to) Our Platform does not imply or constitute Our endorsement of, or acceptance of responsibility for, such information and/or services.

**12**

### **Disclaimers and indemnity**

(a)

In circumstances where Your loss was contributed to by You or any other matter outside of Our reasonable control, to the extent permitted by law We disclaim or limit any liability to You.

(b)

1. We make no warranty or representation as to:

1. (1) the accessibility, security, stability or reliability of the Platform and We are not liable if for any reason You cannot access the

Platform at any time; or

2. (2) the Platform and the Services provided on the Platform.

(c)

We disclaim all liability for any damage, loss, costs or expenses suffered or incurred, whether as a result of Your breach of these Terms, as a result of any transmission of any virus or other harmful code, or as a result of any service interruption, fault or failure, including one that impacts on the accessibility, security, quality, timeliness, fitness for purpose, service interruptions or reliability of any communications made using the Platform.

(d)

You agree to indemnify Us and hold Us harmless against all costs, losses, expenses, liabilities and damages incurred by any party relating to claims arising out of Your use of the Platform, Your failure to comply with applicable laws or regulations, or a breach by You of these Terms.

## 13

### Your use of Our Materials

(a)

All rights in the Platform and content on the Platform, including without limitation copyright in the software and data comprising the Platform and in all routines, algorithms, codes, calculation devices, text, images, diagrams, layouts and Our trademarks, are owned or licensed by Us (Our Materials). As between You and Us, We own all rights in and to Our Materials and the Platform.

(b)

You must not remove, alter or conceal any copyright, trade mark or other proprietary rights incorporated in or accompanying Our Material and You must not copy, reproduce, alter, modify, adapt, create derivative works, perform, publicly display or otherwise exploit Our Materials without Our prior written permission.

(c)

We grant You a non-exclusive, non-transferable personal licence to use the Platform subject to these Terms.

(d)

You acknowledge that these Terms do not transfer any ownership of any intellectual property rights in the Platform to You.

(e)

You may not use, rent, lend, lease, sell, sublicense, distribute or otherwise transfer the Platform or any part of the Platform or any copy, modification, translation or adaptation of the Platform in whole or in part except as permitted by law or expressly set out in these Terms.

(f)

Except as permitted under the *Copyright Act 1968*(Cth), You must not adapt, transmit in any form by any process whatsoever, reverse compile, reverse assemble, disassemble, reverse engineer or otherwise attempt to discover source code or other arithmetic formula or processes in respect of all or any portion of the Platform, including the software underlying the infrastructure and processes associated with the Platform.

## 14

### General

(a)

All restrictions, rights and indemnities granted by You in favour of Us will survive the termination of these Terms.

(b)

These Terms are governed by the laws of Sydney, Australia. You agree to the non-exclusive jurisdiction of the courts of Sydney, Australia and of courts entitled to hear appeals from those courts, to resolve any dispute arising or under or in connection with these Terms.

(c)

If We fail to enforce any of Our rights under these Terms, that does not mean We waive those rights. If You fail to enforce any of Your rights under these Terms, that does not mean You waive those rights.

(d)

If You suffer any loss in connection with the Platform, You must take all reasonable steps to minimise Your loss, including notifying Us without delay if there are steps We can take to help minimise Your loss.

(e)

These Terms are personal to You and You may not assign or otherwise transfer any rights under these Terms without Our prior written consent. We may assign or novate, or otherwise transfer Our rights and obligations under these Terms, to any third party without Your prior consent.

(f)

Should any clause or part thereof of these Terms be found to be void, unenforceable or invalid, then it is severed, leaving the balance of these Terms in full force and effect, provided the severance does not alter the nature of these Terms.

(g)

These Terms, together with our Privacy Policy, constitute the entire agreement between You and Us in relation to the use of the Platform and the provision of the Services.

## 15

### Reviews and feedback

(a)

We welcome all reviews and feedback, and You can provide your review or feedback by contacting us on [info@peerhear.com.au](mailto:info@peerhear.com.au)

(b)

You agree that any review or feedback You provide about a Peer Worker, the Services or the Platform is honest and accurate, based on Your personal experiences.

(c)

If You have any questions or complaints about the Platform, please contact Us on [info@peerhear.com.au](mailto:info@peerhear.com.au).

