

MEDFORUM PTY LTD – SUBSCRIPTION TERMS AND CONDITIONS

1 Introduction

- (a) This website (**Site**) is operated by Medforum Pty Ltd (ABN: 37 653 446 836) (**we, our or us**). These terms and conditions (**Terms**) are between us and **you**, the person subscribing to our Services. We are a highly respected and independent media company which focusses on the Western Australian medical community, including GPs, specialists, medical students and doctors-in-training. Our glossy monthly magazine, backed by an integrated website and weekly e-newsletter, helps keep the medical professional abreast of the latest news and research. We publish and distribute magazines, either in hardcopy or via email, weekly e-newsletters and electronic direct mail (**EDM**) (collectively **Products**), and the publication and delivery of our Products constitute our services (**Services**). Before you subscribe to our Services, please read these Terms carefully, as they contain important information.

2 Acceptance and Use of the Site

- (a) You accept these Terms by clicking “I accept”.
- (b) On acceptance of these Terms, you must provide to us such information as is requested by us on the Site, including your name, AHPRA Number and the physical address or email address that we may use for delivery of our magazine to you.
- (c) You must not subscribe to our Services through the Site unless you:
- (1) are at least 18 years old;
 - (2) hold a current and valid Australian Health Practitioner Regulation Agency registration number (**AHPRA Number**) or you are enrolled as a medical student in Western Australia; and
 - (3) are located in Western Australia at the time of subscribing to our Services.
- (d) When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (1) anything that would constitute a breach of an individual’s privacy or any other legal rights;
 - (2) using the Site to defame, harass, threaten, menace or offend any person;
 - (3) using the Site for unlawful purposes;
 - (4) interfering with any user of the Site;
 - (5) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
 - (6) using the Site to send unsolicited electronic messages;
 - (7) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
 - (8) facilitating or assisting a third party to do any of the above acts.

3 Subscriptions

- (a) The details of your subscription are set out in these Terms and on the Site.
- (b) We are a subscription service, and by subscribing to our Services, you are agreeing to receive our Products from us as follows:
- (1) our magazine, either via email or in hardcopy, as stipulated by you, on a monthly basis;
 - (2) our weekly newsletter via email, on a weekly basis; and
 - (3) other EDM we may choose to send to you from time to time, which may include marketing materials. You may elect to unsubscribe from receiving such EDM at any time as set out in the relevant EDM.
- (c) All of the Products are subject to availability.
- (d) There is no minimum term to your subscription unless you have paid the Price, and you may cancel your subscription at any time in accordance with these Terms.
- (e) Your subscription will roll over on an ongoing yearly basis, unless:
- (1) you provide notice to us via email that you wish to cancel your subscription. You may cancel your subscription at any time, provided that if you have paid the Price, your subscription will end at the end of that particular year for which you have paid the Price and subscribed to our Services;
 - (2) we are notified by the executor of your estate that you are deceased; or
 - (3) you cease to hold a current and valid AHPRA Number.
- (f) We may, at our absolute discretion, suspend or cancel any subscription, or refuse to provide the Services or any of the Products, at any particular time and for any period of time as determined by us. If we suspend or cancel your subscription, we will promptly notify you via email. If you have paid the Price and we suspend or cancel your subscription, you will be entitled to a pro-rata refund of the Price.

4 Price and payments

- (a) In these Terms, the **Price** means the price paid by you in respect of the subscription as set out on our Site.
- (b) You will be charged the Price if you subscribe to our Services and you do not hold a valid and current AHPRA Number. Unless you cancel your subscription in accordance with these Terms, you will be charged the Price each year on the date on which you accepted these Terms.
- (c) We may need to change the Price from time to time. If we change the Price, we will provide you with 7 days' notice of the change. After 7 days, we will apply the new Price to your existing payment details for all future Services. If you do not agree with the new Price, you may cancel your subscription in accordance with these terms.
- (d) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- (e) The payment methods we offer are set out on the Site. We may offer payment through a third-party provider. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- (f) We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- (g) You acknowledge and agree that, subject to your rights under the ACL and save as otherwise set out in these Terms, we will not issue a refund to you of any amounts paid by you under any circumstances.

5 Delivery

- (a) If possible, we will deliver the Products to the delivery address you provide to us when agreeing to these Terms. We deliver Western Australia wide (unless our delivery company does not deliver to your area).
- (b) The delivery day and delivery window will be determined by us at our sole discretion. We will not be liable for any delay or inability to deliver the Product.
- (c) If you need to change the delivery address, please notify us immediately in writing.
- (d) We deliver the Products using a range of delivery methods. You may need to sign for some deliveries. If neither you nor your authorised representative is at the delivery address to accept delivery, you agree that we may leave the Products at your premises.

6 Australian Consumer Law

- (a) Certain legislation, including the Australian Consumer Law (**ACL**), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the supply of the Services or Products by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- (b) If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our liability for the Services or Products provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- (c) Subject to your Consumer Law Rights, we exclude all warranties, and all material, work and services (including the Services and Products) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis, except where expressly set out in these Terms.
- (d) This clause will survive the termination or expiry of these Terms.

7 Licence and Restrictions on Use

- (a) Subject to your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under these Terms), personal and revocable licence to access and use the Products, for your use and enjoyment of the Products, as contemplated by these Terms (**Licence**).
- (b) You must not use the Products except as permitted by the Licence and you must not (and must not permit any other person to) use the Products or to use or access the Services in any way which is in breach of any applicable laws or which infringes any person's rights, including Intellectual Property Rights, including to:
 - (1) use the Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - (2) use the Services in any way that damages, interferes with or interrupts the supply of the Services;
 - (3) introduce malicious programs into our hardware and software or systems, including viruses, ransomware, malware, trojan horses and e-mail bombs;
 - (4) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);

- (5) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Services; or
- (6) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing").

8 Limitations

- (a) You may have rights under the Australian Consumer Law (see above), and nothing in this Limitations clause attempts to modify or exclude those rights.
- (b) Despite anything to the contrary, to the maximum extent permitted by law:
 - (1) our maximum aggregate liability arising from or in connection with the Terms (including the Products and/or the subject matter of the Terms) will be limited to, and must not exceed, \$100.00; and
 - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by, arising from or connected with any event or circumstance which is beyond our reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
- (d) Despite anything to the contrary, to the maximum extent permitted by law, we will have no liability, and you release and discharge us from all liability, arising from or in connection with any:
 - (1) loss of, or damage to, the Products, or any injury or loss to any person;
 - (2) failure or delay in providing the Products; or
 - (3) breach of the Terms or any law,
where caused or contributed to by any:
 - (4) event or circumstance beyond our reasonable control; or
 - (5) act or omission of you or your related parties.
- (e) You agree that any information contained on the Site and any materials provided with our Products (collectively **Materials**) are provided for general information purposes only and do not take into account your personal circumstances. The Materials are not intended to be advice and they are not intended to be a substitute for professional medical advice. Our Products are not intended to diagnose, treat, cure, or prevent any disease or condition and you are solely responsible for determining the suitability of our Products for your circumstances and your reliance on the Materials is at your own risk. If you have an existing health condition, we recommend you consult a medical professional before using or relying on our Products. Use of or reliance on our Products and/or the Materials does not establish a doctor-patient relationship.

9 Intellectual property

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Site, and the products) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- (b) We authorise you to use Our Intellectual Property solely for your own personal, non-commercial use, and in the manner in which it was intended to be used.
- (c) You must not use Our Intellectual Property for commercial purposes, including, for example, to advertise your own business, for re-sale, or for any other revenue generation activity.
- (d) You must not, without our prior written consent:
 - (1) copy, in whole or in part, any of Our Intellectual Property;
 - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
 - (3) breach any intellectual property rights connected with the Site or the Products, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property

to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.

- (e) Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:
- (1) you do not assert that you are the owner of Our Intellectual Property;
 - (2) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
 - (3) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
 - (4) you comply with all other terms of these Terms.

10 Analytics

- (a) Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (Analytics). You agree that we may make such Analytics publicly available, provided that it:
- (1) does not contain identifying information; and
 - (2) is not compiled using a sample size small enough to make the underlying customer data identifiable.
- (b) We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

11 Warranties

- (a) You warrant and agree that:
- (1) there are no legal restrictions preventing you from entering into these Terms;
 - (2) you will cooperate with us and provide us with all assistance, resources, data, information, facilities, access and documentation that is reasonably necessary to enable us to perform the Services and as otherwise requested by us, from time to time, and in a timely manner;
 - (3) all information and documentation that you provide to us in connection with these Terms is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;
 - (4) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms;
 - (5) you will inform us if you have reasonable concerns relating to our provision of the Services under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
 - (6) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with these Terms, at your cost;
 - (7) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without prior written consent.
 - (8) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the Services;
 - (9) you have reviewed these Terms, including our Privacy Policy, and you understand them and will use the Services in accordance with them; and
 - (10) you have the authority to act on behalf of any person or entity for whom you are using the Services and you are deemed to have agreed to these Terms on behalf of any entity for whom you use the Services.

12 Indemnities

- (a) Except to the extent that the liability arose from our negligent acts or omissions or any of our personnel, you indemnify us and our personnel against all liability that we or any of our personnel may sustain or incur as a result, whether directly or indirectly, of:
- (1) your or your Personnel's breach of clauses 7, 9 and 11; and
 - (2) your or your Personnel's negligent, unlawful or wilful acts or omissions in connection with these Terms.

13 General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- (b) **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided when you agreed to these Terms. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- (c) **Feedback and complaints:** We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- (d) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (e) **Entire agreement:** Subject to your rights under the Australian Consumer Law, the Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (f) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. We recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them.
- (g) **Governing law:** These Terms are governed by the laws of Western Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Site.
- (h) **Third party sites:** The Site and Products may contain links or references to websites operated by third parties or references to third party services and/or products. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites or those third-party services and/or products. We recommend that you make your own investigations with respect to the suitability of those websites and services and/or products. If you purchase goods or services from a third-party website linked from the Site from a third party referenced in the Product, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Site (**Affiliate Link**) or for featuring certain products or services on the Site or in the Products. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Site or in the Product, or which (if any) third party links are Affiliate Links.

For any questions and notices, please contact us at:

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