

Welcome to [www.swiftdoc.com](http://www.swiftdoc.com) (**Website**). These Terms of Use (**Terms**) set out the terms on which SwiftDoc provides SwiftDoc Services (including the Website) to our Patients and to all visitors to the Website.

## **1. YOUR AGREEMENT TO THESE TERMS**

### **1.1 Acceptance**

- (a) You agree to abide by and be bound by these Terms (including any amendments made by us) if:
  - (1) you register as a Patient;
  - (2) you otherwise use the Website;
- (b) These Terms form a legal contract between you and SwiftDoc.
- (c) If you do not accept our Terms, you must not use the Website or our services.

### **1.2 Change in terms**

- (a) We reserve the right to vary these Terms and any linked policies without notice to you by publishing revised terms on the Website. Any revisions are effective as at the time of publication on the Website. You must check regularly to ensure you are aware of any changes.
- (b) We may change, suspend or discontinue any part of the SwiftDoc Service at any time in our sole discretion and without any liability to you.

### **1.3 Warranties**

If you agree to these Terms you warrant to us that:

- (a) you are legally capable of accepting these Terms;
- (b) any Personal Information you provide us with is up to date and accurate;
- (c) you will not audio or visually record or transmit any SwiftDoc Service or Medical Consultation without our prior written consent;
- (d) any content you provide to us is not misleading or inaccurate;
- (e) you will not impersonate any other person;
- (f) you will never harass or bully another person via private messaging or spam;

- (g) you will be truthful and not mislead us;
- (h) you will not post unauthorised commercial communications (such as spam) on the Website;
- (i) you will not access the Website, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission;
- (j) you will not upload viruses or other malicious code to the Website;
- (k) you will not post content on the Website that is hate speech, threatening, pornographic, incites violence or contains nudity or graphic or gratuitous violence or is otherwise inconsistent, in our view, with the values of SwiftDoc;
- (l) you will not develop or operate a third-party application from the Website containing alcohol-related, dating, gambling or other mature content (including advertisements) without appropriate age-based restrictions;
- (m) you will not use the Website to do anything unlawful, misleading, malicious, or discriminatory;
- (n) you will not infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
- (o) you will not do anything that could disable, overburden, or impair the proper working or appearance of the Website, such as a denial of service attack or interference with page rendering or other functionality;
- (p) you will not facilitate or encourage any violations of these Terms or our policies by other Patients or third parties; and
- (q) you will not do anything otherwise unlawful or that is or may be subject to civil or criminal penalties.

#### **1.4 Indemnity**

You indemnify and agree to keep us indemnified against any costs, expenses, damages, liability, loss (whether direct, indirect or consequential) or third party claims (including legal fees and other costs incurred on an indemnity basis) for or arising out of or in any way connected to your breach of these Terms or any malicious or negligent acts or omissions by you, including but not limited to:

- (a) your unauthorised use of the Website or the SwiftDoc Services;

- (b) any unlawful acts you perpetuate through or in connection with the Website;
- (c) any malicious or negligent acts or omissions by you, your agents, employees or assigns;
- (d) SwiftDoc being joined as a party to legal proceedings resulting from a breach by you of these Terms.

### **1.5 Limitation of our liability**

- (a) You are responsible for your access to and use of the Website and SwiftDoc Services.
- (b) To the extent permitted by law, we are not liable for, and you release us from, any liability to you whether arising in breach of contract, negligence or any other cause for:
  - (1) errors or omissions in the Website or linked sites;
  - (2) misleading, inaccurate, false, harmful or offensive content posted by third parties;
  - (3) delays to, interruptions of or cessation of the SwiftDoc service;
  - (4) unauthorised or illegal conduct of any third party of the Website;
  - (5) any consequential loss and (to the extent not already covered by that phrase) loss of data, interruption of business, loss of profits and loss of opportunities in connection with your use (or inability to use) the Website or SwiftDoc Services;
  - (6) any breach of your obligations under these Terms.
- (c) Any guarantee, warranty, term or condition that is implied or imposed into these Terms by legislation and cannot be excluded, then our liability for breach of that guarantee, warranty, term or condition is limited to one or more of the following to the extent permitted by law (at our option):
  - (1) in the case of goods, the replacement of the goods or supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - (2) in the case of services, the re-supply of the services, or the payment of the cost of re-supplying the services.

## **2. TERMINATION**

2.1 We reserve the right to decline, suspend or terminate your registration as a SwiftDoc patient including your access to the SwiftDoc Service or cease to provide the

SwiftDoc Services in their entirety, at any time for any reason, including for a breach of these terms of use by you or for our own business reasons.

2.2 If we suspend or terminate your SwiftDoc registration or your access to a SwiftDoc Service due to your breach of these Terms, we will have no liability to you.

2.3 If we suspend or terminate your SwiftDoc registration or your access to a SwiftDoc Service for our own business reasons, we will refund to you any prepaid Medical Consultation Fees which you have not used.

2.4 Any other refund for our Fees prepaid by you will only be provided at our discretion or where required under the Australian Consumer Law.

2.5 Despite termination of your SwiftDoc registration, we will retain your information, including medical notes, in accordance with applicable regulatory requirements.

### 3. **THIRD PARTY CONTENT**

- (a) While care has been taken in compiling the Website, it may use information from a range of sources, including third party advertisements. We cannot screen all of this material before it appears on the Website and we are not responsible for and do not endorse its content.
- (b) We may licence parts of the Website from third party providers.
- (c) We use third party booking services, payment services, and video calling services, pharmaceutical services and delivery services and the Website may contain links to third party websites that may be embedded (**Third Party Websites** and each a **Third Party Website**). We are not responsible for and do not endorse the content of Third Party Websites and do not provide any warranty in this regard (to the extent permitted by law).
- (d) We do not accept any liability in connection with the use or content of any Third Party Website or service.
- (e) You should read the privacy policy of every website you visit. If in doubt, do not provide sensitive personal information via websites.
- (f) You should contact the relevant third party directly if you have any questions or concerns regarding the Third Party Website.

- (g) Access to and use of the Website is at your own risk. We do not represent, warrant or guarantee that the Website including any services, content or information accessible via the Website is secure, accurate, error or defect free, uninterrupted or reliable, free from viruses or other harmful code, up to date, suitable or complete.

## **4. SERVICES**

### **4.1 SwiftDoc Services**

SwiftDoc Services may include, without limitation:

- (a) offering the Website for use by Patients to manage appointments and consultation fees;
- (b) offering the Website to provide information about SwiftDoc to visitors to the Website;
- (c) a telephone call with non-clinical staff before your Medical Consultation in order to register you as a Patient of SwiftDoc.
- (d) the provision of medical consultations by video call (**Medical Consultation**);
- (e) the distribution of services, products, information or tools via the SwiftDoc Website;
- (f) text message and email reminders and communications with you about your appointment for a Medical Consultation;
- (g) A video call between you and a SwiftDoc general medical practitioner.

### **4.2 Prescriptions**

- (a) SwiftDoc general medical practitioners may issue prescriptions for medications if they consider this is clinically appropriate.
- (b) SwiftDoc general medical practitioners will not, under any circumstances, prescribe some medications, including benzodiazepines, some opioids and any medications listed in Schedule 8 of the *Poisons Standard 2013* (Cth) or any other medications prohibited by Australian law.

### **4.3 Medical Certificates**

- (a) SwiftDoc general medical practitioners have legal, professional and ethical responsibilities and obligations to obtain sufficient factual information through history and examination of a patient before issuing a medical certificate.

- (b) It may not be possible for a SwiftDoc general medical practitioner to provide a medical certificate through a video call and in some cases it may be necessary for you to attend a face-to-face consultation with another general medical practitioner to obtain a medical certificate.
- (c) SwiftDoc general medical practitioners are not permitted to issue medical certificates in certain circumstances and will only be issued if deemed to be clinically appropriate by the treating general medical practitioner.

## **5. SUITABILITY OF SWIFTDOK SERVICES FOR YOUR NEEDS**

5.1 SwiftDoc Services will be provided in English.

5.2 SwiftDoc Services will not be used or provided for emergency or life threatening conditions, illnesses or injuries.

If you are in need of urgent medical help, please phone Triple Zero (000).

If you are deaf or have speech or hearing impairment and are in need of urgent medical help, phone 106.

5.3 SwiftDoc Services are provided in and from Australia and will comply with Australian medical regulations and standards.

5.4 Our general medical practitioners are located and registered to practise medicine in Australia. You acknowledge that our general medical practitioners are not registered to practise medicine outside of Australia.

5.5 If you use SwiftDoc Services outside of Australia you acknowledge that SwiftDoc Services including any Medical Consultation:

- (a) do not include the provision of medical treatment in relation to the patient's symptoms or condition, including the:
  - (1) prescription of medication;
  - (2) issuing of medical certificates; and/or
  - (3) provision of a medical referral to other health service providers, including but not limited to pathologists, radiographers or specialist providers.

(b) is strictly limited to the provision of broad, general medical advice in line with Australian medical regulations and standards.

5.6 SwiftDoc Services are intended to act as an additional medical service and are not a replacement for the services provided by your regular general medical practitioner. 5.7 You should not nominate SwiftDoc as your regular general medical practitioner.

5.8 We may determine on a case by case basis that some conditions are not clinically suitable or appropriate for consideration by a SwiftDoc general medical practitioner by video call.

5.9 The advantages and disadvantages of engaging in medical consultations via video call may include, with the limitation, the following:

- (a) *Advantages:* the advantage of a medical consultation via video call may include reducing the waiting time to see a general medical practitioner; avoiding travelling to see a general medical practitioner; and reducing the need to be absent from work; and
- (b) *Disadvantages:* the scope of medical services that may be provided via video call are limited by physical restraints, including technical issues that may arise during a consultation. Further, while SwiftDoc uses industry standard systems, there remains some risk of security issues. Video calling relies on all parties having a suitable internet connection with suitable data transfer speeds in a geographical region with suitable mobile phone reception (if using a smart phone) or fixed data connection to a computer.

5.10 During a Medical Consultation with a SwiftDoc general medical practitioner it may not be possible to accomplish everything that is required for the proper assessment and treatment of your medical condition. It may be necessary for you to physically attend a face-to-face visit with another medical practitioner, or attend a further Medical Consultation with a SwiftDoc general medical practitioner, at an additional cost.

5.11 SwiftDoc does not offer face-to-face consultations with general medical practitioners.

5.12 You have the right to stop a Medical Consultation at any time, including during a Medical Consultation, at your own discretion and financial cost.

## 6. REGISTERING AS A SwiftDoc PATIENT

6.1 To be eligible for a SwiftDoc Medical Consultation you must:

- (a) meet the following criteria:
  - (1) be at least 18 years old or have a parent or legal guardian present during the Medical Consultation and while using the SwiftDoc Services;
  - (2) only access and use the SwiftDoc Services in relation to yourself or your dependent child;
  - (3) any other eligibility criteria specifically notified to you; and
- (b) register to use the SwiftDoc Services in accordance with our registration processes from time to time.

6.2 As part of the registration and booking process, you will be required to provide certain information about yourself to enable us to verify your identity and eligibility for the SwiftDoc Services. This information must belong to you and be provided in accordance with the warranties provided under clause 1.3. If any of the registration information changes then you must promptly notify us of those changes.

6.3 If you are using the SwiftDoc Services for a dependent child we will also require you to provide the child's details and verify that you are the child's parent or legal guardian.

6.4 We may ask you for the details of your regular general medical practitioner when you first register as a SwiftDoc patient. By registering as a SwiftDoc patient you consent to us:

- (a) listing your nominated general medical practitioner as the recipient for all further follow up reporting;
- (b) transferring information relating to your Medical Consultation with us to your nominated general medical practitioner other nominated healthcare professional.

You must notify us if you wish to withdraw your consent to the above.

6.5 At the time of registration as a SwiftDoc patient we will request your email address, mobile phone number, Skype username, Facebook username, Facetime contact details, and/or any other information, or details required to enable us to communicate with you in relation to the SwiftDoc Services, including video calling.

## **7. BOOKING AN APPOINTMENT**

### **7.1 General**



- (a) When you have successfully registered as a SwiftDoc patient, you may request a booking for a Medical Consultation.
- (b) If you request a booking for a Medical Consultation through the Website using the vCita booking system, you agree to be bound by these Terms.
- (c) If you do not accept these Terms, you must not make a booking through the Website using the vCita booking system.
- (d) We will email or text you to confirm the details of your booking for a Medical Consultation.
- (e) We will send you the minimum technical requirements for your Medical Consultation.
- (f) A booking will normally be for a time window of 10 minutes in length (**Booking Window**), on an agreed day during which SwiftDoc will call you by the agreed video call service.
- (g) You must ensure that you answer our call during the Booking Window.

## 8. FEES

### 8.1 Booking Fee

- (a) To secure a booking for a Medical Consultation you will be charged a fee (**Fee**), in advance. Your booking will not be confirmed unless and until we are notified by our third party provider, vCita that you have paid the Fee.
- (b) Normally, a Medical Consultation will not attract any rebate under either Medicare or private health insurance.
- (c) We will meet the costs of text messages you receive from us.
- (d) You must meet the costs of accessing the SwiftDoc Service, including any fees and charges from your mobile service provider in relation to your access and use of the SwiftDoc Service, including data usage charges.

### 8.2 Payment Method

Payment for the booking is made through the Stripe payment service using an eligible credit or debit card and may include a Booking Fee.

### 8.3 Credit Card details

SwiftDoc does not keep your credit or debit card details. All booking information is managed through third party providers, vCita and Stripe.

## **9. CANCELLATIONS & REFUNDS**

### **9.1 Cancellation Period**

- (a) You can cancel or reschedule an appointment using the text message or email link that we send to you at the time your booking is confirmed.
- (b) If you or we cancel a booking a least 24 hours before the Medical Consultation any fees paid for the booking will be refunded to you, less any applicable credit card charges.

### **9.2 Post Cancellation Period**

- (a) If you cancel a booking less than 24 hours before the Medical Consultation, SwiftDoc will retain any fees paid for the booking.
- (b) If we cancel a booking less than 24 hours before the Medical Consultation, SwiftDoc will refund any fees paid for the booking, less any applicable credit card charges.
- (c) If you do not answer our video call or return our call during the Booking Window, SwiftDoc will retain any fees paid for the booking.
- (d) If we do not call you within 2 hours of the Booking Window, SwiftDoc will refund any fees paid for the booking, less any applicable credit card charges.

### **9.3 Suitability**

If during a Medical Consultation we determine that your symptoms, condition, illness, injury and/or circumstances are not appropriate for the SwiftDoc Services, refunds for our Fees prepaid by you will only be provided at our discretion or where required under the Australian Consumer Law.

## **10. PRIVACY AND PERSONAL INFORMATION**

- (a) We will not record any Medical Consultation.
- (b) While SwiftDoc will use reasonable endeavours to protect against privacy and security breaches, you acknowledge and accept the risk that it is possible that Medical Consultations and records may be affected by hacking or other security breaches by malicious third parties.
- (c) We will comply with applicable privacy and health records laws and the SwiftDoc Privacy Policy in the collection, handling and use of any personal information about you that we acquire in connection with your use of the SwiftDoc Service.

- (d) The SwiftDoc Privacy Policy explains how we may use and disclose that information. In particular, we will use your personal information for the purposes of supplying the SwiftDoc Service, ongoing development of the service and the other purposes set out in the statement.
- (e) De-identified information may be provided to the Department of Health for auditing and development of the SwiftDoc Service.
- (f) You acknowledge that we cannot provide the SwiftDoc Services to you without your personal information. This means that if you do not wish us to use or disclose any personal information in accordance with the SwiftDoc Privacy Policy, you must not use the Website or the SwiftDoc Services.
- (g) A copy of the SwiftDoc Privacy Policy is available on the Website.

## 11. INTELLECTUAL PROPERTY

- (a) We reserve all our intellectual property rights, including and without limitation patent, copyright, trade marks (whether registered or unregistered) in the SwiftDoc Service including the Website and the material on it, and the design, layout, look, appearance and functionality of Website.
- (b) Nothing in these Terms creates a transfer of any intellectual property or proprietary rights in and to the SwiftDoc Service to you.
- (c) Unless permitted by the *Copyright Act 1968* (Cth), you must not:
  - (1) copy, upload, transmit, reproduce, distribute or in any way exploit or commercialise any services, content, technology or intellectual property rights obtained through the SwiftDoc Service;
  - (2) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software forming part of the SwiftDoc Service;
  - (3) provide any third party with access to the SwiftDoc Service without our prior written permission.

## 12. YOUR RIGHTS

- (a) If you think that SwiftDoc has breached these Terms you should notify us as soon as you become aware of a breach or a potential breach. You should contact

SwiftDoc using the 'contact us' section of the Website or by email at admin@swiftdoc.com.

- (b) If a dispute arises between you and SwiftDoc in relation to these Terms or any other matter related to SwiftDoc, you agree that you will attempt to resolve that dispute in good faith.
- (c) If we cannot resolve any complaints you may have, you may also be able to lodge a complaint with a relevant regulator in your State or Territory.
- (d) You are also entitled to bring your concern or complaint to the Office of the Australian Information Commissioner (**OAIC**). The OAIC can investigate breaches of the *Privacy Act 1988* (Cth) and make a determination about damages and other remedies.

### **13. SEVERABILITY**

Any provision of these Terms which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in any other case, without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

### **14. MISCELLANEOUS**

#### **14.1 Entire Agreement**

These Terms comprise the entire agreement between you and us in relation to your access to and use of the SwiftDoc Services.

#### **14.2 Assignment**

You must not assign or novate these Terms or otherwise deal with their benefit or a right under them without our prior written consent, which may be withheld at our absolute discretion. We may at any time, without notice to you, novate or assign our rights and obligations under these Terms.

### 14.3 Non-merger

None of the Terms, nor any act, matter or thing done under or by virtue of, or in connection with, these Terms will operate as a merger of any of the rights and remedies of SwiftDoc in or under these Terms or otherwise. All such rights and remedies of SwiftDoc will continue in full force and effect.

### 14.4 Severability

Any provision of these Terms which is invalid, unenforceable or illegal must:

(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and

(b) be severed from these Terms in any other case, without invalidating or affecting the remaining provisions of these Terms.

### 14.5 Prohibition on oral amendments

Neither these Terms nor any provision of these Terms may be amended, modified, waived, discharged or terminated orally. Any variation must be in writing signed by all parties.

### 14.6 Governing Law

These Terms will be construed in accordance with the law of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from them.

## 15. DEFINITIONS AND INTERPRETATION

### 15.1 Definitions

The following definitions apply unless the context otherwise requires:

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth);

**Booking Fee** means any credit card, service, processing or booking fees charged by Stripe or vCita;

**SwiftDoc** means SWIFTDOC PTY LTD (Australian Company Number 616 105 349) and its assigns and successors (**we, us, our**);

**SwiftDoc Services** means those services set out in clause 4.1;

**Patient** means any person who has an account with SwiftDoc;

**Personal Information** means information that identifies an individual, or is capable of identifying an individual;

**Services** means the services described in clause 4;

**Stripe** means the Stripe Payments Australia Pty Ltd ACN 160 180 343 payment platform used on the Website;

**Terms** means these terms of use;

**vCita** means Vcita, Inc;

**Website** means [www.swiftdoc.com](http://www.swiftdoc.com).

## 15.2 Interpretation

- (a) Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender will include any other gender.
- (b) The word "person" includes a corporation.
- (c) References to Statute, Regulations, Ordinances or By-Laws will be deemed to extend to all Statutes, Regulations, Ordinances or By-Laws amending, consolidating or replacing the same.
- (d) Headings are for reference only and do not affect the interpretation of this Deed.
- (e) The word "includes" in any form is not a word of limitation.

## 16. CONTACT

If you need to contact us regarding these Terms or the SwiftDoc Services, you should contact us by email at [admin@swiftdoc.com](mailto:admin@swiftdoc.com).

*Last Updated: 12 February 2018*